

**REQUEST FOR PROPOSAL  
for  
E-Rate Category 1**

**Mailing Address:  
Santa Fe Indian School  
P.O. Box 5340  
Santa Fe, NM 87502**

<b>Timeline</b>	<b>Date</b>
Issue RFP	February 12, 2016
Pre-Proposal Conference	February 19, 2016
<b>Submission of Proposal Deadline</b>	<b>March 14, 2016</b>
Contract Award	March 25, 2016
<b>File 471 Deadline</b>	<b>April 15, 2016</b>

**RFP# 2016-01**

**Request for Proposal for E-rate Category 1 Special Construction  
Middle Rio Grande Pueblo Tribal Consortium**

## I. INTRODUCTION

### a) Purpose:

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive procurement for the Middle Rio Grande Pueblo Tribal Consortium, including the Pueblo de Cochiti Tribal Library and the Santo Domingo Pueblo Tribal Library (herein-after referred to as the “Consortium”).

We are seeking four options for bids. Offerors may bid one, two, three, or all four options. The first option is a fully managed, lit fiber Internet Access service to the specified site(s). The second option is for a leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and operations. The third option is for a dark fiber IRU solution that includes special construction, the IRU fee, fiber maintenance, and operations. The fourth option is for entity owned fiber construction to the designated locations and includes special construction, fiber maintenance and operations. Leased dark fiber, IRU, and entity owned fiber solutions include fiber construction from the specified site to the co-location facility where Internet Services will be purchased as a part of this RFP.

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 bids and both a short term and long term cost effectiveness analysis, the consortium will determine which, if any, of the lit service, leased dark fiber, IRU, entity owned fiber construction or some combination of solutions is acceptable.

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 bids and both a short term and long term cost effectiveness analysis, the consortium will determine which, if any, of the lit service, leased dark fiber, IRU, entity owned fiber construction or some combination of solutions is acceptable.

In an effort to provide all NM K-12 public schools with scalable infrastructure, and in partnership with tribal entities, the State of New Mexico Public School Capital Outlay Council’s (PSCOC) Broadband Deficiencies Correction Program (BDCCP), which is currently managed by the Public School Facilities Authority (PSFA), is assisting public school districts with the procurement of E-rate eligible Special Fiber Construction Projects. During this process, the State of New Mexico Public Education Department (PED) will submit 470 E-rate forms on behalf of the schools soliciting proposals for fiber based circuits. Individual schools and consortiums will lead the procurement process under the advisement of project partners (PED, State of New Mexico

Department of Information Technology (DoIT), Education Superhighway (ESH), and PSFA).

**For more information on the E-rate Modernization Order**

Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.

**b) Term:**

The new service is being planned to begin on July 1, 2016, which represents the beginning of the E-rate Year 19.

**c) Background:**

The Pueblo de Cochiti and Santo Domingo Tribal Libraries are independent entities located on their respective tribal lands along the middle Rio Grande between Albuquerque and Santa Fe off the I-25 corridor. As New Mexico state public libraries they serve local communities on and off the pueblos. Given the dearth of home computers and affordable home Internet, the tribal libraries serve as important locations for computing and Internet access. These community ‘hubs’, however, are also challenged to acquire affordable broadband Internet. The Cochiti Tribal library until recently was served by a single T1 that was shared with the tribal administration building. They are presently using a two-trunked wireless data plans. The Santo Domingo Tribal library currently utilizes a business-class satellite connection.

Given the important role that these tribal libraries serve in the community, seeking fiber solutions is imperative. It is expected that with fiber-based broadband the use of the library will steadily grow. We expect new opportunities to emerge, including the use of video-conferencing for distance learning applications for all levels of education from GED Prep or Food Handler Courses to Associates, Bachelor’s or even professional degrees. We expect high-density use of the wireless network and require broadband Internet services that can support robust two-way video conferencing applications.

**d) Locations:**

The Consortium wishes to compare Lit Services, Dark Fiber services, and self-provisioned fiber construction for the delivery of Internet Access to the following sites:

- Pueblo de Cochiti Tribal Library at 255 Cochiti St. Cochiti Pueblo, NM 87072 (35°36'31.00"N, 106°20'53.02"W) to the Albuquerque GigaPop at 505 Marquette NW, Albuquerque, NM 87102 (35° 5'20.37"N, 106°39'10.30"W)  
Approximate mileage: 53 miles to the Gigapop
  
- Santo Domingo Tribal Library at State Road 22, Tesuque St. Santo Domingo, NM 87052 (35°30'50.01"N, 106°21'39.49"W) to the Albuquerque GigaPop at 505 Marquette NW, Albuquerque, NM 87102 (35° 5'20.37"N, 106°39'10.30"W)  
Approximate mileage: 41 miles to the Gigapop and 11 miles from Cochiti
  
- In each location, Offeror must run infrastructure or service to an existing network closet designated by Consortium, identified by "Location" field on the "Addresses" worksheet of attached pricing spreadsheet or by site walk-through.

**e) Bidders Qualifications:**

Procurement of Category 1 Data Transmission Services (Leased Lit Fiber, Dark Fiber, or Self-Provisioned Broadband Networks), Internet Access and Other (Equipment for Dark Fiber and Maintenance for Dark Fiber) per the governing E-rate 470 Application.

**STANDARD, QUALIFICATIONS & REQUIREMENTS**

The minimum qualifications of the Offeror(s) as applicable for the services to be provided from this RFP process are generally described as follows:

Contractor shall have an established and proven ability to provide and ensure:

- All work shall be performed by qualified personnel (qualified by applicable education and experience) that have current and valid professional certifications/licenses.
- 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,
- All services are provided under the supervision of experienced and qualified professionals.
- All reports bear technical certifications when appropriate.
- Have a valid SLD Service Provider Identification Number [SPIN] and never have been suspended or debarred from the E-Rate program.
- Have a valid FCC Registration Number.

- Vendors of telecommunications services must be eligible telecommunications providers (“common carriers”) as defined by the SLD.
- Have up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD.
- Have staff certified for RCDD / Low Voltage for any cabling projects.
- Have all engineers and installers bonded and liability insured.

**f) Point of Contact:**

The consortium has designated an E-rate point-of-contact who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

**Kimball Sekaquaptewa  
Santa Fe Indian School  
1501 Cerrillos Road  
Santa Fe, NM 87502**

**Telephone: (505) 989-6386  
Email: kimball@sfis.k12.nm.us**

All bids & deliveries must be addressed as follows:

**Hand or Carrier Delivery:**

**Kimball Sekaquaptewa  
Santa Fe Indian School  
Administration Building  
1501 Cerrillos Road  
Santa Fe, NM 87502**

**Mail Delivery:**

**Kimball Sekaquaptewa  
Santa Fe Indian School  
P.O. Box 5340  
Santa Fe, NM 87505**

**Telephone: (505) 989-6386**

Any inquiries or requests regarding this procurement should be submitted to the E-Rate Contact Person in writing.

**g) Definition of Terminology**

This paragraph contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"**Contract**" means an agreement for the procurement of items of tangible personal property or services.

"**Contractor**" means the successful offeror.

"**Consortium**" means the entities included in the E-rate consortium per Letter of Agency

"**Determination**" means the written documentation of a decision of an E-Rate Contact Person including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"**Desirable**" The terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

"**E-Rate Contact Person**" means the person or designee authorized by the consortium to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"**Evaluation Committee**" means a group of individuals comprised to evaluate all responsive RFP's submitted.

"**Mandatory**" The terms "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"**Offeror**" means any person, corporation or partnership that chooses to submit a proposal.

"**Request for Proposals**" or "**RFP**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

### a) Sequence of Events

The E-Rate Contact Person will make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
<b>1</b>	Issue RFP	E-rate Consortium	February 12, 2016
<b>2</b>	Pre-Proposal Conference	E-rate Consortium	February 19, 2016
<b>3</b>	<b>Submission of Proposal Deadline</b>	<b>Potential Offerors</b>	<b>March 14, 2016</b>
<b>4</b>	Contract Award	E-rate Consortium	March 25, 2016
<b>5</b>	File 471 Deadline	E-rate Consortium	April 15, 2016

### b) Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue of RFP

The E-Rate Consortium is issuing this RFP.

Additional copies of the RFP can be obtained from the E-Rate Contact Person

#### 2. Pre-Proposal Conference

The SFIS will be holding a pre-proposal conference for any Offeror's on February 19, 2016 on the Santa Fe Indian School campus. Site visits to the pueblo will be scheduled as requested. It is highly encouraged that all Offeror's attend this session to ask any questions regarding the proposal. Walk-throughs of Consortium sites can be scheduled at this time.

#### 3. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE E-Rate Contact Person NO LATER THAN 5:00PM MST ON MARCH 14, 2016.** Proposals received after this deadline will not be accepted. Proposals must be addressed and delivered to the E-rate Contact Person at the address listed in Section I, Paragraph F. Proposals must be labeled on the outside of the package to clearly indicate that the proposal is in response to the Insurance Broker Services/Agent of Record RFP. The Proposal and Cost Proposal should be in a separate envelope.

***Proposals submitted by facsimile will not be accepted.***

**4. Contract Award**

After reviewing the signed contract, Consortium will award the contract on March 25, 2016. This date is subject to change at the discretion of the Consortium.

The contract shall be awarded to the Offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

**5. E-Rate Filing**

Once the contract has been negotiated and signed, the E-Rate Form 471 form will be completed on, or as close to April 15, 2016.

**c) General Requirements**

**1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

**2. Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

**3. Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Consortium. The Consortium entering into a contractual agreement with a vendor will make payments to only the prime contractor.

**4. Subcontractors**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used.

**5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacement of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble proposal materials.



**6. Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the E-Rate Contact Person.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**7. Proposal Offer Firm**

Responses to this RFP, including fees and charges will be considered firm for ninety (90) days after the due date for receipt of proposals.

**8. Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded by the E-Rate Contact Person. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material designated as proprietary or confidential. The E-Rate Contact Person will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

The location of all proprietary or confidential data must be referenced in the executive summary.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the E-Rate Contact Person shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**9. No Obligation**

This procurement in no manner obligates the Consortium to the use of any Offeror's services until a valid written contract is fully executed and approved by the Consortium.

**10. Termination**

This RFP may be canceled at any time, and any and all proposals may be rejected in whole or in part, when the E-Rate Contact Person determines such action to be in the best interest of the Consortium.

**11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist and/or E-rate reimbursement is not approved. Such terminations will be effected by sending written notice to the contractor. The Consortium's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**12. Legal Review**

The Consortium requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the E-Rate Contact Person.

**13. Basis for Proposal**

Only information supplied by the Consortium in writing through the E-Rate Contact Person or in this RFP should be used as the basis for the preparation of Offeror proposals.

**14. Contract Terms and Conditions**

The contract between the Consortium and a contractor will follow the format specified by the Consortium. The Consortium reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the Consortium's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language that would be acceptable to the Consortium. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to Consortium and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

**15. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the Consortium.

**16. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Consortium and the selected Offeror and shall not be deemed an opportunity to amend the Offeror 's proposal.

**17. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The E-Rate Contact Person will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer.

**18. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**19. Change in Contractor Representatives**

The Consortium reserves the right to require a change in contractor representation if the assigned representatives are not, in the opinion of the Consortium, meeting their needs adequately.

**20. Required Notice to Proceed and Funding Availability**

The Consortium will follow the 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 Consortium's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The Consortium will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

**21. Davis-Bacon Act**

Any contract resulting from this RFP will comply with the labor provisions of the Davis-Bacon Act regarding wages, payments, payrolls, and basic records.

**22. Copeland Act**

Any contract resulting from this RFP will comply with Copeland Act.

**23. Buy American Act**

Any contract resulting from this RFP will comply with Buy American Act.

**24. Safety Requirements**

Any contract resulting from this RFP will comply with the Occupational Safety and Health Standards (OSHA).

### **III. RESPONSE FORMAT AND ORGANIZATION**

This section contains the proposal format and organization of the RFP.

#### **a) Number of Responses and Copies**

Offerors must submit one (1) original proposal and (1) original cost proposal and two copies each for total of 3 proposal copies and 3 cost proposal copies.

Offerors must also submit one (1) electronic version of the original proposal either on a CD or a “flash” drive.

Offerors must also submit one (1) electronic version of the cost proposal either on a CD or a “flash” drive.

#### **b) Proposal Format**

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

##### **1. Technical Proposal Organization**

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) One or more proposals: Lit, Leased Dark Fiber, IRU, Self-Provisioned
- d) Company Experience
- e) Key Personnel resumes
- f) List of Tribal references
- g) Value-Added offerings
- h) Native American owned business, if applicable

Within each section of their proposal, Offerors shall address the items in the order in which they appear in this RFP.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other materials that they feel may improve the quality of their responses.

**a) Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal must:

1. identify the submitting organization;
2. identify the name and title of the person authorized by the organization to contractually obligate the organization;
3. identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
4. identify the names, titles and telephone numbers of persons to be contacted for clarification;
5. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1 of this RFP;
6. be signed by the person authorized to contractually obligate the organization; and
7. Acknowledge receipt of all amendments to this RFP.

**b) Table of Contents**

The proposal must be organized and indexed in a format and must contain, at a minimum, all listed items in the sequence indicated.

**c) Network Proposals (Lit, Leased Dark Fiber, IRU, Self-Provisioned)**

Appendix A: Design Specifications is hereby incorporated and made a part of this section to the same extent as if it has been set out verbatim in this section.

**Lit Service:**

Each consortium site must have dedicated Lit Internet Access bandwidth throughput (upload and download) at a minimum of 100 Mbps with Service Level Agreement (SLA) guarantees to the specified site. The solution must be scalable from 100 Mbps to 200Mbps, 300Mbps, 500Mbps, and 1Gbps without requiring any additional one-time capital costs. All Offerors must be capable of providing telecommunication services under the Universal Service Support Mechanism.

Fiber as the last-mile solution is preferred over any other physical infrastructure.

**Lit Service Price Proposal**

The “Lit Pricing Sheet” worksheet in the attached spreadsheet includes columns for Offeror to provide pricing for symmetrical [100 Mbps, 200M, 300M, 500M, and 1G] bandwidth. Price quotes are requested for 36 month and 60 month terms of service. Prices should be all inclusive. All inclusive in this case means, including all special construction or non-recurring costs

(NRC) (see description in later section) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

#### Additional Description

Each lit service response must also include description of proposal, SLA, timeline, network diagram, and demarcation.

#### **Leased Dark Fiber (Reference Appendix A: Design Specifications)**

As an alternative, Offerors can quote a leased dark fiber network solution for up to 4 strands of fiber from the consortium sites to the co-location facility described in the Locations section.

#### Lease Price Proposal

Each Offeror is required to complete the pricing matrix appended as the “Leased Dark Fiber” worksheet in the spreadsheet accompanying this RFP. Offerors are encouraged to separate special construction charges as defined by E-rate eligibility rules. Preference will be given to proposals that offer pricing with most of the costs being paid up-front and minimal MRC and annual maintenance costs.

#### Additional Description

Each leased dark fiber response must also include description of proposal, description of maintenance, SLA, timeline, network diagram, and demarcation. Equipment, Installation, and Operations and/or Internet Access Services can be bid “bundled” with a leased dark fiber bid, or as stand alone bids and must be described as such.

#### **IRU of Fiber (Reference Appendix A: Design Specifications)**

As an alternative, Offerors can quote a 20-year indefeasible right to use (IRU) price for up to 4 strands of fiber between the specified site and co-location facility described in the Locations section.

#### IRU Price Proposal

The consortium is interested in IRU-type pricing with a one-time capital cost payment for the 20 Year IRU combined with “all-in” recurring payments for maintenance costs for the entire length of the IRU.

Each Offeror is required to complete the pricing matrix appended as the “IRU” worksheet in the spreadsheet accompanying to this RFP. Offerors are encouraged to separate special construction charges as defined by E-rate eligibility rules. Proposals that offer pricing with most of the costs being

paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

If special construction charges are requested by the vendor for the fiber proposed to be IRU'd, the Consortium expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

Each IRU response must also include description of proposal, maintenance, SLA, timeline, network diagram, and demarcation. Equipment, Installation, and Operations and/or Internet Access Services can be bid "bundled" with an IRU bid, or as stand alone services and must be described as such.

### **Self-Provisioned Fiber Construction (Reference Appendix A: Design Specifications)**

As a fourth alternative, the Consortium requests that Offerors propose design and pricing for a self-provisioned new build of fiber to the specified site from the co-location facility as described in the Locations section. Twelve (12) strands (6 pair) of single-mode new build fiber are requested to each location.

Offerors are requested to provide a proposal for a library or school owned fiber network based on a special construction project. New eligible fiber special construction charges as defined by the order include construction, design, engineering and project management. Project management should include all necessary paperwork and permits including but not limited to rights of way, easements, and pole attachments. The Consortium desires a fully "turn-key" project so Offerors should provide explanation for the Consortium involvement in the process including ownership and sourcing of permits, etc.

### **Self Provisioned Fiber Construction Price Proposal**

Each Offeror is required to complete the pricing matrix appended as the "Self provisioned Fiber" worksheet in the spreadsheet accompanying to this RFP. Preference will be given to proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs. The solution should include all costs related to the deployment of the proposed circuit, such that there are no additional costs that are expected to be incurred by the Consortium.



### Self Provisioned Fiber Construction

- Offerors shall describe the technical specifications of their design, highlight any specifications that are outside of normal standards, and for what reason,
- Offeror shall identify all potential Right of Way hazards,
- Offeror shall indicate ownership of all poles, conduit, etc on the fiber path,
- The Consortium shall be responsible for the payment of any permitting fees and shall be the owner of said facilities, but the Offeror shall manage the paperwork and filing of the permits,
- All highway shoulders, schoolyards, and ditch lines will be compacted and restored to satisfactory condition,
- Offeror shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide the owner with the db loss of each fiber segment,
- The Consortium will provide at their discretion a person(s) to witness any final testing or construction verification. The person designated by [the Consortium] will be required to initial/provide acceptance of any results. This person(s) will represent the Consortium during any and all acceptance testing. This does not relieve the selected contractor from providing agreed upon documentation or absolve the selected contractor of any warranty support,
- Any warranties associated with the fiber and any other outside plant materials must revert to the entity as the fiber owner upon completion of construction,
- Upon completion of project, Offeror shall furnish an as-built drawing to the owner.

Each self provisioned fiber build response must also include description of proposal, timeline, network diagram, and demarcation. Equipment, Installation, and maintenance and/or Internet Access Services can be bid “bundled” with a self provisioned fiber construction bid, or bid as stand alone services and must be described as such.

**d) Signed good faith negotiation letter from tribal government for Rights of Way through tribal land**

Offerors can submit a letter from the Tribal Governor, Chairman, President, or designee of tribal lands that must be trespassed to complete the scope of work in this RFP. Letter must state that the tribe and Offeror have begun good faith negotiations to achieve necessary rights of way.

**e) Value-Added Offerings**

Offerors can submit any other information they deem necessary to highlight accomplishments, honors, etc., of the company that is relevant as it pertains to Native American organization/tribes.

**f) Company Experience**

Offerors must submit a description of relevant corporate experience. The Offeror should describe experience operating and maintaining fiber networks and any relevant experience in dealing with tribal organizations especially tribally run schools and libraries.

**g) Key Personnel Assigned**

Offerors must submit a list of key personnel assigned to the project along with their current resume.

**h) Tribal References**

Offerors must submit a list of up to three tribes, tribal organization, tribal school, or tribal library clients they currently serve along with contact information for reference purposes.

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.

**i) Native American Owned-Business**

If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe.

**2. Cost Proposal Organization**

Offerors must complete the Cost Response Form in Attachment A. Cost will be measured by one-time and recurring costs which are E-rate eligible. All charges listed on Attachment I must be justified and evidence of need documented in the proposal.

Offerors must include a copy of Performance/Surety Bond documentation. Offerors also must include a signed Small Business Administration Form 1624 (12/92): The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

The costs reflected in your proposal must be the Lowest Comparison Price 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.

#### IV. EVALUATION

##### a) EVALUATION POINT SUMMARY

The following is a summary of evaluation factors and the point value assigned to each.

##### **Lit Service**

<b>Points</b>	<b>Criteria</b>
35	E-rate eligible recurring and one-time circuit costs
30	Proposed contract terms and conditions
25	Signed good faith negotiation letter from tribal government
5	Use of scalable technology (fiber optic)
5	Value-added offerings
100	Total Points
5	Bonus Points for Native American Owned Business

##### **Leased Dark Fiber, IRU, and Self Provisioned**

<b>Points</b>	<b>Criteria</b>
35	E-rate eligible recurring and one-time circuit costs, including equipment, maintenance, and installation costs
30	Proposed contract terms and conditions
25	Signed good faith negotiation letter from tribal government
5	Maintenance SLA
5	Value-added offerings
100	Total Points
5	Bonus Points for Native American Owned Business

## Equipment, Installation, and Operations

Points	Criteria
35	E-rate eligible recurring and one-time circuit costs
30	Proposed contract terms and conditions
25	Signed good faith negotiation letter from tribal government
5	Turn-key solution
5	Value-added offerings
100	Total Points
5	Bonus Points for Native American Owned Business

### b) EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

#### 1. Cost Proposal (Up to 35 Points)

E-rate eligible circuit cost is the total cost of ownership that includes special construction and NRC in addition to MRC and includes any and all services that will be applied on a monthly recurring basis. E.g. for self-provisioned fiber, recurring circuit costs will include operate, maintain, ISP, and any other monthly service fees. E-rate special construction costs should be clearly indicated and separated from any other E-rate eligible NRC cost. All services offered must be eligible for E-rate Category 1 discounts.

Offerors must use cost proposal format as outlined in Attachment A. Proposals will be separated by the four bidding options and will be evaluated against similar items.

#### 2. Proposed Contract Terms and Conditions (Up to 30 Points)

Preference will be given to Offerors that provide the most favorable conditions for implementation and ongoing service. These elements include (but are not restricted to): length of contracts, annual evaluation of market price to ensure LCP, ability to scale bandwidth within the contract period, technical SLAs, flexibility in timing of up-front payments, ability to provide turn-key solutions. etc. Highest preference will be given to network designs resulting in local ownership and/or fiber circuits that can connect to multiple Internet Service providers, with the long term intention to increase competition and reduce price.

#### 3. Signed Good Faith Negotiation Letter from Tribal Government (Up to 25 Points)

Offerors must submit a letter from the tribal government of the tribal lands trespassed in the execution of the proposed network. Letter should indicate that the Offeror has established a positive working relationship with the tribe and that a good faith effort will be made to reach fair negotiations on right of way issues.

Preference will be given to Offerors that demonstrate collaboration, acceptance of Indian territory authority, and who list specific points of negotiation, including maintenance, operation, additional dark fiber, etc.

**4. Value-Added Offerings (Up to 5 Points)**

Offerors can submit any other information they deem necessary to highlight value added services or resources that can be utilized to help the tribal school/library increase capacity or meet organizational goals that leverage the potential of broadband connections.

**5. Use of Scalable Technology (Lit Service Only - Up to 5 Points)**

Preference will be given to solutions based on fiber optic technologies, as the Consortium believes that this will provide maximum future scalability. Offerors are encouraged to outline how fiber optic solutions could be scaled into the future, including potential pricing increments for additional bandwidth that may be likely during the contract period.

**6. Maintenance SLA (Leased Dark Fiber, IRU, and Self Provisioned Only - Up to 5 Points)**

Preference will be given to SLAs that ensuring 99.9-99.99% network availability per circuit, 24x7x365 monitoring, and a clearly defined trouble reporting and response time schedule.

**7. Turn-key solution (Equipment, Installation, and Operations Only - Up to 5 Points)**

The Consortium has a clear preference for providers who can offer a “bundled” holistic, all-in-one solution and effort required by the school/library before, during, and after installation is minimal. Therefore, preference will be given to Offerors who either offer all services independently or via 3rd party subcontractors as a complete package including fiber construction, terminating equipment, fiber installation and operations, and scheduled and unscheduled maintenance.

**8. Native American Business Owned (Extra 5 Points)**

If the organization is native or tribally owned business, submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe.

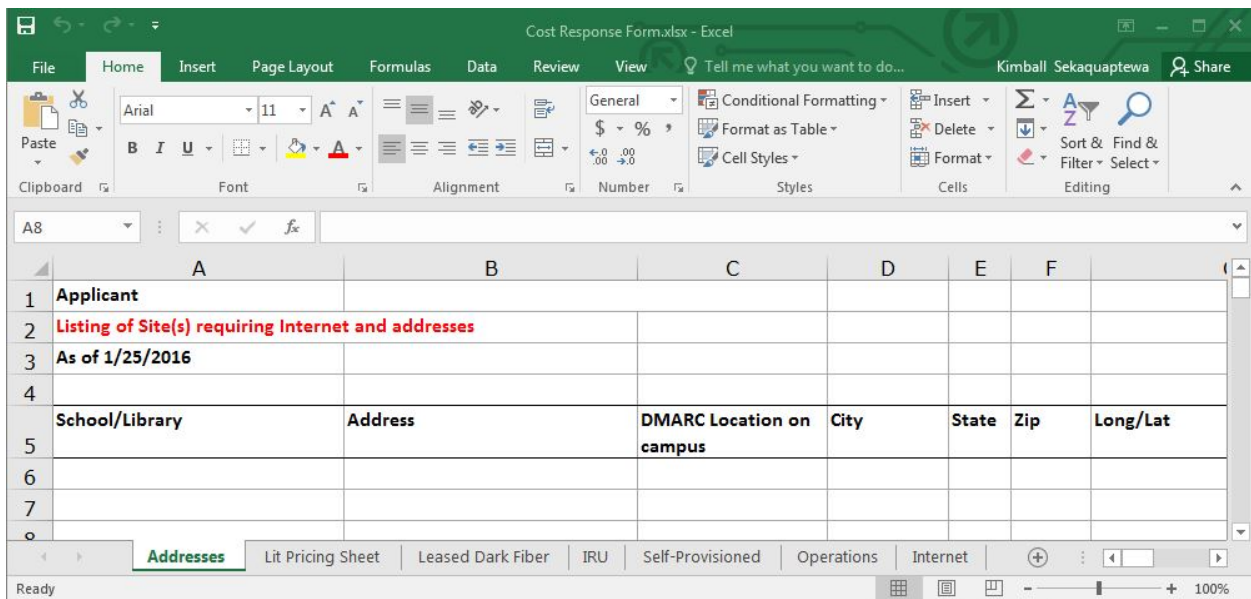
# Attachment A

## Cost Proposal

The Consortium is seeking four options for bids. Offerors may bid one, two, three, or all four options. The first option is a fully managed, lit fiber Internet Access service to the specified site. The second option is for a leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and operations. The third option is for a dark fiber IRU solution that includes special construction, the IRU fee, fiber maintenance, and operations. The fourth option is for entity owned fiber construction to the designated locations and includes special construction, fiber maintenance and operations. Leased dark fiber, IRU, and entity owned fiber solutions include fiber construction from the specified site to the co-location facility where Internet Services will be purchased as a part of this RFP.

### Cost Proposal Contents

- a. The Cost Response Form is an Excel spreadsheet that includes tabs for all four options. Additional tabs are provided for Operations and Internet, where necessary. The digital version can be requested from the E-rate Contact Person.
- b. Offerors also must include a copy of Performance/Surety Bond documentation.
- c. Offerors also must include a signed Small Business Administration Form 1624 (12/92): The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. ([https://www.sba.gov/sites/default/files/tools\\_sbf\\_finasst1624.pdf](https://www.sba.gov/sites/default/files/tools_sbf_finasst1624.pdf))



# Appendix A

## Design Specifications

### **General Terms for Leased Dark Fiber, IRU or Self provisioned Fiber Projects**

The following are general terms that apply to leased dark fiber, IRU, or self provisioned fiber builds. Offerors may offer maintenance services, Internet Services, and equipment purchase, installation, and operations either themselves or through 3rd party subcontractors. In the case that Offerors use external 3rd party service providers or contractors to deliver some or part of the solution, these should be clearly indicated in the response.

#### *Fiber Specification*

All dark or self provisioned fiber solutions must comprise of single mode G.652.D or better fiber end to end.

#### *Maintenance*

The Consortium requires on-going maintenance of the fiber on all Leased Dark Fiber, IRU, or self provisioned fiber solutions. Maintenance responses are required as follows:

- All dark fiber responses (lease and IRU) require 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 Offeror must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber and IRU solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The Offeror will include only the portion of maintenance that is required to support the Consortium sites fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.
- As part of the maintenance contract for an IRU, the fiber owner must claim responsibility for repairs in the event of a catastrophic cut or relocate.
- As part of the maintenance contract for an IRU describe the process for relocates including assumption of costs.
- Self provisioned fiber construction responses are not required to include a maintenance response. Maintenance on self provisioned fiber may be bid as a stand-alone service, however, “bundled” holistic solutions will be preferred, as outlined in the evaluation criteria. Responses for maintenance on self provisioned fiber must include scheduled routine maintenance as a monthly cost as well as unscheduled break/fix maintenance as an annual time and material cost estimate. Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.

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

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

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Marker and handhole inspection and repair,
- 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 no longer meets specifications,
- 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.

#### *Equipment, Installation, and Operations*

The Consortium requests that the Offeror provide a quote for an annual operations cost to oversee the technical support of the circuit once the leased dark, IRU or owned fiber is available for service. Include price details in the "Operations" worksheet of the spreadsheet attached for equipment necessary to place the circuit into service at different bandwidth levels, managing the cross-connect at the co-location facility, installation and configuration of equipment at both the entity hub and co-location facility, and annual cost to operate the equipment/circuits. Operations 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 operations cost should include provision of:

- Procurement of necessary hardware to light the fiber path(s)
- Manage initial inquiry and contracts needed to place equipment and cross connect to the Internet provider at the co-location facility
- Installation and configuration of equipment to put circuits into service
- Network monitoring on a 24x7x365 basis
- Creation and communication of service tickets to library or school escalation list
- Incident response with timing standards that are in accordance to a Offeror 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

#### *Internet Services*

The Consortium requests that the Offeror provide a quote for 100 Mbps, 200M, 300M, 500M, and 1G Internet services out of the Albuquerque GigaPop in the "Internet" worksheet of the spreadsheet attached. Internet for 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.



### **Service Level Agreement**

Offeror will provide a description of the proposed services and service levels provided with the lit fiber, dark fiber, and operations responses. The Offeror will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal must include a description of the following services and how these services will be measured.

- Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.9-99.99% network availability of each circuit.
- Lit and Operations proposals only: Frame/packet loss Commitment
- Lit and Operations proposals only: Network Latency Commitment
- Lit and Operations proposals only: Network Jitter Commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

In addition to the required services, the proposal may include but is not to 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 entity.
- Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) 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.
- Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the Consortium locations.

### **Timeline**

For each response, Offerors must include a construction roadmap timeline. For lit and dark fiber responses, preference is given to responses with a service start for all sites on July 1, 2016. For self provisioned fiber construction responses, use September 1, 2016 as the construction start date and base the roadmap timeline off of that date. Include how the timeline changes per site given an earlier or later start date. Actual start date on a district owned fiber construction project is dependent on the timing of the E-rate funding commitment decision letter.

**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 site specified. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

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

**Network Diagram**

For each response, Offerors must include a network diagram displaying the paths to be used to serve the specified site. For self provisioned fiber responses, Offerors must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details.

**Special Construction and Non-recurring Cost**

Offerors providing lit fiber proposals which require an upfront payment may include a special construction cost or non-recurring cost. This upfront payment is considered **special construction** if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a **non-recurring cost** and must be entered into the pricing sheet accordingly.

New fiber special construction charges for lit service, leased dark, IRU, or district owned fiber projects as defined by the order include construction, design, engineering and project management. The applicant requests that the Offerors consider allowing the Consortium to pay the non-discount share (share of special construction costs that are the responsibility of the applicant) to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive. Responses must include agreement or non-agreement of this request.

The amount of special construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Offerors should consider other business that may be generated by building fiber into the region and request only the special construction capital allocable to the library or school's service.