

Anthony Charter School
RFP No. 2017-18 POTS and Cellular Services

REQUEST FOR PROPOSALS

BIS/PROPOSAL: RFP No. 2017-18 POTS and Cellular Services

DATE: April 7, 2017

DEADLINE DATE FOR PROPOSALS: May 10, 2017

TIME: 3 PM MST

SUBMIT PROPOSAL TO:

ERATE Coordinator
Anthony Charter School
780 Landers Rd.
Anthony, NM 88021

CONTACT:

Melanie Beegle, Administrative Secretary
All correspondence is to be sent via mail or email to
mbeegle@acsnm.org

SPECIAL INSTRUCTIONS: Complete Bid/RFP documents as required. Mail or hand carry your response in a sealed envelope to the address referenced above. Your response must be received prior to the specified date and time. Late bids are not accepted. To ensure proper identification and handling, clearly indicate the following on the outside of the sealed response envelope.

1. RFP No. 2017-18 POTS and Cellular Services
2. E-Rate 470 number 170079544,
3. Opening Date and Time

ANTHONY CHARTER SCHOOL
780 Landers Rd.
Anthony, NM 88021

Request for Proposals

Anthony Charter School is now accepting proposals to provide **POTs and Cellular Service** as defined in the following document.

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I. INTRODUCTION

Anthony Charter School (ACS) is a public charter school located in Anthony, NM. ACS educates grades 7 thru 12 predominately in the areas of Anthony, La Mesa, Vado, Las Cruces as well as several other surround communities. The school facilities consists of five (5) separate buildings containing an Administration office, dedicated server room, computer lab, classrooms and a cafeteria/multi purpose room.

INTENT

To solicit information necessary to select Vendors to provide Local/Long Distance Cellular Telephone Service for E-Rate funding year 2017.

Proposal Categories

This RFP is requesting proposals on the following service categories:

- Category 1: Telecommunications- Local/Long Distance and Cellular Service

See SCOPE OF WORK for further details

Universal Service Program Considerations for E-Rate-Eligible Products/Services

Via this solicitation, ACS is seeking to engage one or more firms and/or individuals [Vendor(s)] to provide information technology services per the list of categories above.

The Federal Communications Commission (FCC) adopted rules on May 7, 1997 as required by the Telecommunications Act of 1996 to provide discounts for telecommunication products and services for K-12 schools and libraries. The rules were incorporated into the FCC's Universal Service Order (CC Docket No. 96-45). The Order acts to ensure that eligible schools and libraries have affordable access to modern telecommunication services, internal connections and the Internet. This Universal Service discount program is also called E-Rate in the schools and libraries community. See <http://www.universalservice.org/sl/> for more information on the program.

Under the Universal Service Program, ACS is eligible for discounts on eligible services. To be eligible, schools must follow procedures established by the FCC and the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which administers the Universal Service provisions of the Telecommunications Act of 1996.

II. GENERAL INSTRUCTIONS

Submit four (4) hard copies (one original and three copies) of your response to this Request for Proposal (RFP) in a sealed envelope, bearing the complete name and return address of the Offeror. Improper identification may result in premature opening of, or failure to consider the material. All requirements must be addressed in your proposal. Incomplete or 'Non-responsive' proposals will not be considered. The Campaign Contribution Disclosure Form attached at the end of this RFP document must be completed and included in any response to this Request for Proposal.

RECEIPT, WITHDRAWAL AND OPENING OF PROPOSALS

The established due date is either the time and date announced for receipt of proposals or receipt of modifications to proposals, if any; or if discussions have begun, it is the time and date by which best and final offers must be submitted. Proposals may be modified or withdrawn prior to the established due date by delivering written notice to Anthony Charter School.

Procurement law requires sealed bids or proposals. Therefore, ACS cannot accept offers that are transmitted via facsimile. This may not apply to amendment or addenda that do not refer to pricing or the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the Contact official named on page 1 of this Request for Proposal for clarification before proceeding.

Proposals will not be opened publicly but will be opened in the presence of two or more ACS officials. Proposals will be time stamped upon receipt and held in a secure place until the established due date. Proposals are shown only to ACS personnel having a legitimate interest in this particular procurement action until selection of a successful Offeror is made. After award, proposals become an open public record.

PROPOSAL DISCUSSION AND PREPARATIONS

After submission of proposals and prior to award, ACS may open discussion for the purpose of obtaining best and final offers. Offeror submitting proposal may be afforded an opportunity for discussion and revision of proposals. However, ACS specifically reserves the right to award without discussions and based upon written proposals only. If ACS exercises its option to conduct discussions, the Procurement Officer will establish procedures and schedules. If there is a need for any substantial clarification of the Request for Proposal, such clarification shall be posted on the ACS website with this RFP.

ACS may make such investigations as necessary to determine the ability of the Offeror to perform. ACS reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy ACS that the Offeror is qualified to carry out the obligations of the contract and complete the work described.

All costs incurred by the Offeror, including but not limited to preparation, transmittal, presentations, and interviews or for any materials involved shall be borne by the Offeror.

AWARD PROVISIONS

The award shall be made to the responsible Offeror, or Offerors, whose proposal is most advantageous to ACS, taking into consideration the below specified evaluation criteria. ACS shall provide a written determination showing the basis for the award, which shall become a permanent part of the procurement file.

ACS reserves the right to waive technical irregularities in the form of the bid or proposal of the low bidder of Offeror which do not alter the price, quality, or quantity of the services, construction or items of tangible personal property bid or offered.

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The contents of any proposal shall not be available to competing Offeror or any other person with a lawful interest during the negotiation process or until the contract is awarded. Upon award, unless exempted under the confidentiality provision, all proposals are open and available for public inspection.

The schedule of payment will be as agreed upon during final negotiations or upon receipt of goods/services as applicable. All proposals will be considered valid for a period of 90 days unless otherwise stated by the Offeror.

Once awarded, any contract issued as a result of this solicitation will be the final expression of the agreement between the parties any may not be altered, changed or amended except in writing. The contract between ACS and the successful Offeror shall be deemed to contain the terms and conditions of this request for proposal, unless expressly stated otherwise in writing.

Contingent upon funding and mutual agreement of the parties, contract may be renewed for an additional two (2) years, one year at a time. Total term of the contract including any extensions shall be up to five (5) years. ACS may consider various terms, including but not limited to a 60 month contract or a 12 month contract with four optional renewals. Regardless of which option may be chosen, note that ACS cannot legally commit funds beyond the then-current fiscal year. Although ACS fully intends to enter into a contract for the entire time period selected, such documents are required to have funding out clause which states that renewals will be contingent upon mutual agreement of the parties and continued receipt of sufficient appropriations. Any outstanding orders at time of termination shall be filled by the original contractor but without unduly prolonging the RFP process.

Any Offeror who is aggrieved in connection with an award or any other procurement action may protest to the Anthony Charter School Procurement Officer. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

CONFIDENTIALITY

Any Offeror may request non-disclosure of confidential data. Such requests must be made in writing and submitted with the proposal response. ACS will not unreasonably deny such requests and will advise the Offeror of its decision in a timely manner. However, no Offeror may request the exemption of an entire proposal nor may pricing and information concerning specifications be claimed as confidential. Other material or data, which the Offeror wishes to be considered as confidential or proprietary, shall accompany the proposal, but must be separated and readily identifiable in order to facilitate eventual public inspection of the non-confidential or non-proprietary portion of the proposal.

STATUS OF OFFEROR

Offeror, its agents and employees, must be independent contractors performing services for ACS and not employees of the school district.

The Offeror, its agents and employees shall not be entitled to annual or personal leave, retirement, insurance, or any other benefits that may accrue or be available to an ACS employee and shall not be covered by workers' compensation insurance purchased by the district.

SUBCONTRACTING

All personnel engaged in the work represented by this proposal shall be fully qualified and authorized to perform such services as the contract may require. No work may be subcontracted nor may the Offeror assign any interest in this agreement without prior written consent from ACS. No assignment or transfer shall relieve the Offeror from his/her obligations and liabilities.

RECORDS, STATUES

Records shall be maintained by the successful contractor as required by applicable municipal, federal or state laws, ordinances, codes, and any contract arising from this solicitation. At any time during normal

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business hours and as may be deemed necessary, there shall be made available to ACS for examination of all contractor's records relevant to this or any subsequent agreement. ACS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, and payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

The proposal and any subsequent contract are to be governed by the laws and statutes of the State of New Mexico. Any provision required to be included in a contract of this type by an applicable and valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

WARRANTIES, INDEMNIFICATION

Materials, supplies or services furnished under contract issued as a result of this solicitation shall be covered by the most favorable commercial warranties offered to any customer for the same or substantially similar materials, supplies or services.

The rights and remedies provided herein shall extend to ACS and are in addition to and do not limit any rights afforded to ACS by any other clause of this contract. Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

In the event that any third party shall claim the manufacture, use and/or sale of goods or services covered by a contract issued as a result of this solicitation to be an infringement of any distributorship agreement, copyright, trademark or patent, Offeror shall indemnify and/or hold ACS harmless from any cost, expense, damage, or loss incurred in any manner because of any such alleged infringement. Offeror also agrees to defend, indemnify, and hold harmless ACS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contractor under this agreement.

TERMINATION

ACS may by written notice cancel contract for contractors default in whole or in part, at any time contractor refuses or fails to comply with the provisions of the contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, ACS may purchase or otherwise secure item(s) or services(s) and, except as may be otherwise provided; contractor shall be liable to ACS for any excess costs occasioned thereby.

If after notice of cancellation for default, ACS determines that the contractor was not in default or that the failure to perform was due to causes beyond the control and without the fault or negotiations of the contractor, cancellation shall be deemed for the convenience of ACS, unless ACS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet requirements.

ACS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. ACS shall pay contract as full compensation for performance until such cancellation (1) the unit or prorated order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by ACS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

If ACS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, ACS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of ACS to perform

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shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

CONFLICT OF INTEREST

Offeror warrants that he/she has no interest, and shall acquire no interest, which would directly, or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by Offeror for the purpose of securing business. For violation or breach of this warranty, ACS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal the Offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the free competitive process in connection with this solicitation.

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

III. SCOPE OF WORK

The intent of this proposal is to select a contractor(s) to provide E-Rate eligible and funded services. Transition to any new service providers must be seamless to ACS with no disruption of function or service level. Offerors may propose any one or more the services/products we seek.

Category One Service Requests			
Service Type	Function	Item	Description
Telecom	Voice Service (Analog, Digital, Interconnected VOIP, etc.)	Local and Long Distance Telephone Service	Existing three (3) POTS lines
Telecom	Cellular Phone Service	Cellular Phone Service	1 phone line
<i>Provide separate costing of E-Rate eligible and any ineligible services</i>			
<i>Contractor is responsible for all measurements, proper sizing and configuration of equipment. Contractor is responsible for providing in their proposal any products or services deemed necessary for the proper configuration of proposed products or services and/or other incidental products that are required and deem E-Rate eligible services.</i>			

IV. RESPONSE FORMAT

Separate and label this information as Section A

- 1. Business Profile**

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Provide a brief description of your firm including such information as how long it has been in business, typical clientele, and the names of the owners, principal officers and number of employees. Where are your office(s) located? Please include copies of all pertinent company licenses and business permits.

Separate and label this information as Section B

2. References

Offeror proposals must include three (3) external client references from clients who purchase your services as offered to our school. DO NOT USE ACS AS A REFERENCE. The minimum information that must be provided for each reference is:

1. Name of individual or company where services were provided.
2. Address of individual or company.
3. Name of contact person, e-mail address and telephone number.
4. Type of service being offered.

Separate and label this information as Section C

C. Experience, Reliability and Service

The Offeror must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of providing reliable quality E-Rate Eligible Services described above that will meet the school's needs. Will you subcontract any portion of this proposal? Please explain. No assignment or transfer shall relieve the Offeror from his/her obligations and liabilities. Identify your service level commitments for outages, repair times, support hours, monitoring and similar, as it exists in Anthony, NM. What is your internal process for trouble reporting? What happens in your organization after notification of a problem?

Separate and label this information as Section D

D. Cost Specification

The proposed costs must directly relate to the E-Rate Eligible Services listed in the Scope of Work. All pricing is to be F.O.B. destination including cost, insurance and freight. For purposes of this RFP, ACS defines F.O.B. destinations as the fact that the contractor shall retain title to the product during shipping and until delivered to the final specified site. NOTE: Consider multiple deliveries as well as broad geographical distance in your pricing structure.

Use this section to express your offer on one, or more than one, of the E-Rate Eligible Services sought.

Provide costs for installation or any other one-time charges for any new services to be implemented and for any equipment to be purchased or that must be replaced. Definitions will be considered as standard in trade unless otherwise specified.

Discuss how your pricing is derived. Is it based on tariff or by other means? How will price increases/decreases be established? Note that ACS desires E-Rate discounted billing. Clearly identify items that are eligible for E-Rate and any that are not.

Separate and label this information as Section E

E. Implementation

Offeror will describe project implementation to include a timeline and any ACS obligations with their delivery deadlines.

Separate and label this information as Section F

F. Assurances

Offeror will provide assurances against ACS being obligated for any undisclosed costs or any costs proposed as qualifying for ERATE but not allowed are Eratable items.

V. EVALUATION CRITERIA AND PROCEDURE

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Erate Coordinator. During the time, the Erate Coordinator may, at his/her option, initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offeror.

1. Selection of Finalists

The Evaluation Committee will select finalist and the Erate Coordinator will notify the finalist Offerors. Only finalists will be invited to participate in the subsequent steps of the procurement.

2. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may be clarified and amended at the finalist Offerors oral presentation/demonstration if required.

3. Finalize Contract

The contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached, ACS reserves the right to begin negotiations with the next most advantageous Offeror without undertaking a new procurement process.

4. Contract Terms and Conditions

ACS reserves the right to negotiate additional provisions. Any additional terms or conditions that may be subject of negotiation will be discussed only between ACS and the selected Offeror and shall not be deemed an opportunity to amend the Offeror proposal.

5. 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 fail to meet the same mandatory requirements. This right is at the sole discretion of the Evaluation Committee.

6. Change in Contractor Representatives

ACS reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of ACS, meeting our needs adequately.

7. School Rights

ACS reserves the right to accept all or a portion of an Offeror proposal.

EVALUATION POINT SUMMARY

The following is a summary of Evaluation Factors, identifying points assigned to each item. These weighted factors will be used in the evaluation of the Offeror proposals.

Weighting Scale

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<i>Specifications</i>	<i>Max Points</i>
Price of Eligible Goods and Services	30%
Compliance with Proposal Requirements	30%
Cost of ineligible services	15%
Maintenance timeliness and availability	10%
Compatibility with existing network	10%
Experience and rating of Offeror	5%
Total Weight	100%

EVALUATION FACTORS

A maximum of 100 points may be awarded based upon the quality and thoroughness of the Offeror response to each evaluation factor as follows.

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the response format Section III as requested within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Erate Coordinator may contact the offeror for clarification of the response to the RFP.
3. Responsive proposals will be evaluated according to the evaluation factors in Section IV that have been assigned a point value. The responsible Offeror with the highest total score will be selected as finalist Offeror based upon the proposals submitted. Finalist Offerors who are asked or who choose to submit revised proposals for the purpose of providing best and final offers will have their point recalculated accordingly.

Points may be added or subtracted to the previously assigned points from oral presentations and product demonstrations. The responsible Offeror whose proposal is most advantageous to ACS, taking into consideration the evaluation factors in Section IV, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any local public body with the local public body must complete this form. 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

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contractor has made a campaign contribution to an applicable public official of the local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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“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.

“Prospective contractor” means a person or business that 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 or business 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.

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

Signature

Printed Name

Title (Position)

Date

— OR —

Name(s) of Applicable Public Official(s) if any: Any member of the Public Education Commission or Governor Susana Martinez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

Signature

Printed Name

Title (Position)

Date