**FARMINGTON MUNICIPAL SCHOOLS**

**Farmington Municipal Schools**

**Wide Area Network Fiber Optic Solution**

**RFP No. 2017-01**

**FCC 470 #170060528**

**General Instructions and RFP Conditions**

1. All respondents intending to provide a proposal for this RFP must submit a Responding Offeror message as per the instructions below to be included in the continuing question/answer processes of this RFP.
2. All proposals must be submitted in electronic format to the e-mail address of  
   [RFP2017-01@fms.k12.nm.us](mailto:RFP2017-01@fms.k12.nm.us) with the subject of:  
     
   **RFP 2017-01 - <insert offeror name>**Include Offeror name and address again in the body of the e-mail submission.
3. All proposal attachments must be in acceptable electronic formats. Acceptable formats include PDF for all written and graphical content, MS Excel for the cost/pricing spreadsheets, and .kmz or .kml for the fiber route maps. Attachments can be submitted compressed or uncompressed.
4. Deadline for all proposal submissions is **April, 10 2017 4:00 p.m. Mountain Daylight Time**
5. The “Purchaser”, “Owner”, “Buyer”, “District”, “FMS” as used in this RFP shall all refer to Farmington Municipal Schools.
6. The “Provider”, “Organization”, “Company”, “Offeror”, “Proposer” as used in this RFP shall all refer to any person, corporation, or partnership who chooses to submit a proposal or bid.
7. Any issues or questions should be addressed in writing to the District representative for RFP 2017-01. The District representative for RFP 2017-01 is Charles Thacker and his e-mail is [cthacker@fms.k12.nm.us](mailto:cthacker@fms.k12.nm.us). Other FMS employees do not have the authority to respond on behalf of FMS. Offerors MAY NOT contact other District Departments or employees. Any contact with a District Departments or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District will be provided in writing to all Proposers on the Responding Offerors list (see Responding Offerors section below), no verbal responses shall be authoritative. All questions must be submitted to the Buyer in writing.
8. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee’s members, is grounds for disqualification of your offer. All correspondence for this RFP proposal must go through the District representative for RFP 2017-01.
9. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
10. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
11. It is the Offeror’s responsibility to ensure the proposal arrives before the due date and time. Offerors are cautioned that “late is late.” It is the responsibility of the Offeror to allow sufficient time for the hazards of electronic submission delays due to network outages or system failures. Upon successful receipt at the authorized e-mail address of  
    [RFP2017-01@fms.k12.nm.us](mailto:RFP2017-01@fms.k12.nm.us) an automated acknowledgement reply will be provided. Any and all Proposals not received by the Proposal submission date and time shall be rejected and kept unopened.
12. FMS may in its sole discretion extend the time for the submission of offers upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.
13. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:
    1. “Contract” shall mean an agreement for the procurement of items of tangible personal property or services.
    2. “Contractor” shall mean successful Offeror.
    3. “Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
    4. “Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.
    5. “Evaluation Committee” shall mean a body of District employees or other representatives assigned to perform the evaluation of Offeror proposals.
    6. “Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Bid and whose score on the evaluation rubric is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
    7. “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 or bid.
    8. “Purchase Order” shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.
    9. “Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
    10. “Responsible Offeror” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.
    11. “Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.
14. Any exceptions to the statement of work and/or specifications shall be listed separately in the offer and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.
15. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Farmington Municipal Schools.
16. The District reserves the right in its sole discretion to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror who’s non conformity is waived.
17. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.
18. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Proposer.
19. This procurement in no manner obligates Farmington Municipal Schools until a valid signed contract or valid Purchase Order is executed.
20. The District may add to or delete from the Statement of Work set forth in this RFP.
21. The District reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
22. The District reserves the right to discontinue negotiations with any selected Proposer.
23. In submitting an offer to this invitation, the Contractor certifies that the Contactor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District.
24. The contents of the proposals will be kept confidential until FMS awards a contract. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department 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.
    1. Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 5 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary of confidential information.
25. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to statement of work/specifications, the district reserves the right to refuse any or all proposals and is the sole interpreter of the statement of work/specifications and sole judge as to whether the “equal” proposed complies with the statement of work/specifications.
26. By responding to this RFP, Proposers acknowledge and agree to the terms and conditions set forth in this RFP.
27. This Request for Proposal (RFP) is being issued pursuant to The New Mexico Procurement Code Sections 13-1-28 through 13-1-199 NMSA 1978 which imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
28. Farmington Municipal Schools is soliciting proposals for a fiber optic wide area network solution for key locations identified in the Scope of Services below. This RFP falls under NIGP codes #83829, #83833, #92037.
29. The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
30. In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Farmington Municipal Schools
31. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
32. For all E-rate eligible charges the district expects the Offeror to invoice via the Service Provider Invoice (SPI) process. In the proposal statement of understanding of the work to be completed, please confirm your willingness to invoice USAC via the SPI process for all E-rate eligible charges. In accordance with FCC rules the district has the ability to decide whether it wishes to invoice USAC via a SPI or a BEAR. If the vendor is unwilling to invoice all E-rate eligible charges via a SPI the bid will be rejected.

**Timeline**

* January 16, 2017: Release of Request For Proposal to vendors via EPC Portal.
* February 10, 2017: Site walk-throughs (physical and digital) and on-site discussion of all locations from 9am-4pm (Mandatory). Meet at CATE (301 N Court Ave, Office 11) by 9:00am. Notify District contact in advance if you will need to survey any alternative school buildings, otherwise survey will include listed facilities only. Please contact Charles Thacker ([cthacker@fms.k12.nm.us](mailto:cthacker@fms.k12.nm.us)) to confirm attendance so that all necessary data is available for all attendees.
* February 28, 2017: Questions must be submitted on or before this date to Charles Thacker via e-mail at [cthacker@fms.k12.nm.us](mailto:cthacker@fms.k12.nm.us). All questions and answers will be posted publicly on the USAC EPC Portal for all vendors to review.
* April 10, 2017, 4:00 PM Mountain Standard Time: RFP responses are due, provided in electronic format and emailed to [RFP2017-01@fms.k12.nm.us](mailto:RFP2017-01@fms.k12.nm.us)

For each response, respondents must include a construction roadmap timeline for all sites. Include how the timeline changes per site given an earlier or later start date than July 1, 2017. Actual start date on a self provisioned fiber construction project is dependent on the timing of the E-rate funding commitment decision letter. The order of construction may be dictated by the District based on connectivity needs and priority locations. Respondents should clearly indicate if there are any requirements for construction interdependencies (the order of construction and connectivity) that cannot be changed.

**Responding Offerors**

Acknowledgment of receipt of this Request for Proposal must be submitted by 4:30 PM February 3rd via electronic mail (e-mail) to [RFP2017-01@fms.k12.nm.us](mailto:RFP2017-01@fms.k12.nm.us) with the following information in order to have the Offeror included on the list of Responding Offerors. Only Responding Offerors will be included in responses to questions submitted to Farmington Municipal Schools. In the body of the e-mail please include all of the following information.

|  |  |
| --- | --- |
| **Offeror/Company Name:** |  |
| **SPIN#:** |  |
| **Represented By:** |  |
| **Title:** |  |
| **Phone:** |  |
| **E-Mail:** |  |
| **Fax:** |  |
| **Address:** |  |
| **City:** |  |
| **State:** |  |
| **ZIP:** |  |
| **Date:** |  |

Responding Offerors are responsible for reviewing any addendums, amendments or attachments posted to the USAC EPC portal for this RFP under FCC Form 470 #170060528.

**Protests**

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Farmington Municipal Schools Procurement Officer.
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).
3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).
4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
   1. State the reasons for the action taken; and
   2. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

**Subcontractor Listing Form**

Each Offeror shall complete the Subcontractor Listing Form (Appendix C) and include this form in their proposal. The Offeror shall provide a list of all subcontractors that will perform work on the project in excess of $60,000. The Offeror may not change any of the firms listed without the Owner’s consent.

The Owner will consider any request for a change in the listed firms in conformance with the New Mexico “Subcontractors Fair Practices Act” (New Mexico Statutes Annotated, Chapter 13, Sections 13-4-31 through 13-4-43).

**New Mexico Prevailing Wage Rates**

Wages to be paid as a result of a contract awarded could be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of $60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the awarded Contractor’s responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the awarded Contractor will not relieve the awarded Contractor from becoming aware of or complying with such determinations.

**Permits, Plan Checking Fees, Other Charges**

Offerors shall include as part of the Price Proposal all costs incurred for permits, including any Plan Checking Fees as charged by the City of Farmington, Bureau of Land Management, San Juan County, Farmington Electric Utility Service or any other applicable entity or agency with jurisdiction over the projects for checking Contract Documents prior to obtaining a permit. Additionally, the Owner will not pay for business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. The cost of all bonding will be paid by the Offeror and will not be paid by the Owner.

**FMS Behavior Policies Apply to Contractor’s Personnel**

All current behavioral policies of the FMS Board of Education such as, but not limited to, “no smoking” and “no alcoholic beverages” on FMS property, shall be deemed to be in force for the awarded Contractor’s work forces when they are on FMS property, including the project work site.

**Proposal Format**

The final submitted Proposal should be as thorough and detailed as possible so that Farmington Municipal Schools may properly evaluate the capabilities of respective firms to provide the required services. The Offeror is encouraged to specifically address all factors included in the evaluation rubric. If a factor included in the rubric is not adequately addressed or responded to by the Offeror, the Offeror may be considered to be non-responsive to the RFP. Any questions or requests for clarification should be submitted to Charles Thacker (cthacker@fms.k12.nm.us).

Proposal must supply the following information:

1. Offeror Letter of Transmittal Form (Appendix A)
2. Statement of the Offeror’s understanding of the work to be performed and ability to comply with the contract terms and conditions set forth in this Request for Proposal (Appendix B).
3. Brief bio on the size and organizational structure of the Offeror’s business. If a subcontractor is completing work in excess of $60,000 include a brief bio and organizational structure of the subcontractor.
4. List of all subcontractors completing work under the scope of work of this RFP (Appendix C)
5. Information about the Offeror’s background and experience relative to this specific project to include history, qualifications, proof of USAC issued Provider Identification Number (SPIN), e-Rate project and billing experience, and any information the Offeror may deem pertinent to the project.
6. Full description of proposed solution(s) being offered to include: **complete** logical and physical network diagram of each proposed solution (providing a circuit by circuit breakdown in a **.kmz** or **.kml** file); completed Fiber Pricing Matrix spreadsheet (included in this RFP packet and referenced below) of costing on a **circuit by circuit** basis with Special Construction, Non-Recurring Costs, and Monthly Recurring Costs clearly identified and itemized; description of how fiber specifications are to be met as identified in Appendix E; special considerations; and alternative design options (if applicable).
7. Business References as described below.
8. A statement of concurrence with all state regulations regarding payment of wages on public projects.
9. Signed Campaign Contribution Form (Appendix D)

**Scope of Services**

Farmington Municipal Schools wishes to compare Lit Services, Leased/IRU Dark Fiber services, and self provisioned fiber construction for the completion of their existing district fiber Wide Area Network (WAN). The current WAN for the specific locations listed provides wireless connectivity or connectivity on leased fiber between the following sites. A map is provided for convenience to illustrate the geographical layout of the sites as well as the current and possible future WAN connections. Proposed connections are an example only and respondents are encouraged to provide alternatives to meet the needs of Farmington Municipal Schools. All addresses are in Farmington, New Mexico (87401 / 87402). Any solution recommended by an Offeror must provide dedicated connections between each of the locations listed below and the existing district owned fiber WAN.

**Billed Entity Locations Requiring Connectivity**

|  |  |  |  |
| --- | --- | --- | --- |
| **Location Name** | **Latitude** | **Longitude** | **Address** |
| **Animas Elementary** | 36.745001 | -108.169863 | 1612 Hutton Avenue |
| **Apache Elementary** | 36.7347248 | -108.2161519 | 700 W Apache St |
| **Bluffview Elementary** | 36.717866 | -108.177447 | 1204 Camina Real |
| **Country Club Elementary** | 36.777414 | -108.138439 | 5300 Foothills Dr. |
| **Esperanza Elementary++** | 36.724543 | -108.1512607 | 4501 Wildflower Dr |
| **Heights Middle School++** | 36.750091 | -108.18003 | 3700 College Blvd |
| **McCormick Elementary** | 36.722838 | -108.192077 | 701 McCormick School Rd |
| **Mesa Verde Elementary++** | 36.764082 | -108.166526 | 3801 College BLVD. |
| **Mesa View Middle++** | 36.729094 | -108.153056 | 4451 Wildflower Dr |
| **Piedra Vista HS** | 36.7789 | -108.159509 | 5700 College Blvd |
| **Rocinante HS++** | 36.7580868 | -108.1579308 | 3250 E 30th St |
| **Tibbetts Middle** | 36.7512 | -108.2649 | 3500 Twin Peaks Blvd |
| **Preferred Sites for Connecting to Existing District Fiber WAN** | | | |
| **CATE\*** | 36.732327 | -108.202025 | 301 N. Court Ave. |
| **Hermosa Middle\*** | 36.752611 | -108.188654 | 1500 E 25th St |

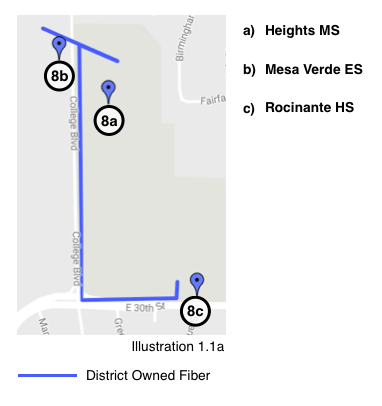
Farmington Municipal Schools has district owned fiber optic WAN connections to the sites indicated by **\*** and these should be considered as possible points of entry to the existing WAN for connecting all other sites on this list. CATE and Hermosa Middle (or other existing sites already on the district owned fiber WAN) can be leveraged in provider solutions for connecting to the district WAN but do not require connectivity or bandwidth independently. Alternative sites not specifically being connected in this RFP scope of work can be leveraged for a WAN point of entry. Any Offeror with alternative points of entry to the district owned fiber WAN must contact Charles Thacker ([cthacker@fms.k12.nm.us](mailto:cthacker@fms.k12.nm.us)) directly to discuss the specific connection options or bring up alternative options during the on-site walk through visit. This discussion will then be made available to all Responding Offerors as with any other RFP question and answer process. The district will consider all Offeror proposed alternatives for a point of entry to the existing district owned fiber WAN and in accordance with E-rate rules choose the most cost effective option offered.

Sites marked with a **++** have a district owned fiber connection to a nearby school as indicated on the provided maps. These sites are to be included in the network considerations when designing the necessary bandwidth to satisfy the requirements of this RFP. No sites are to be aggregated, in regards to bandwidth or number of fiber strands, at any point along the wide area network. Each site is to be provided the minimum bandwidth/strands for the entire distance between the site and the point of entry to the district owned fiber network (CATE or Hermosa).

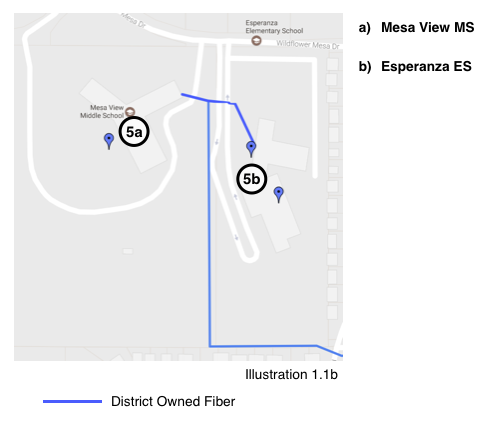
* Illustration 1.1 shows the current owned fiber, leased fiber and licensed frequency microwave connections. Location 6, Juvenile Services Center, is included for reference only and is not included as a site that must be connected through the scope of this RFP.



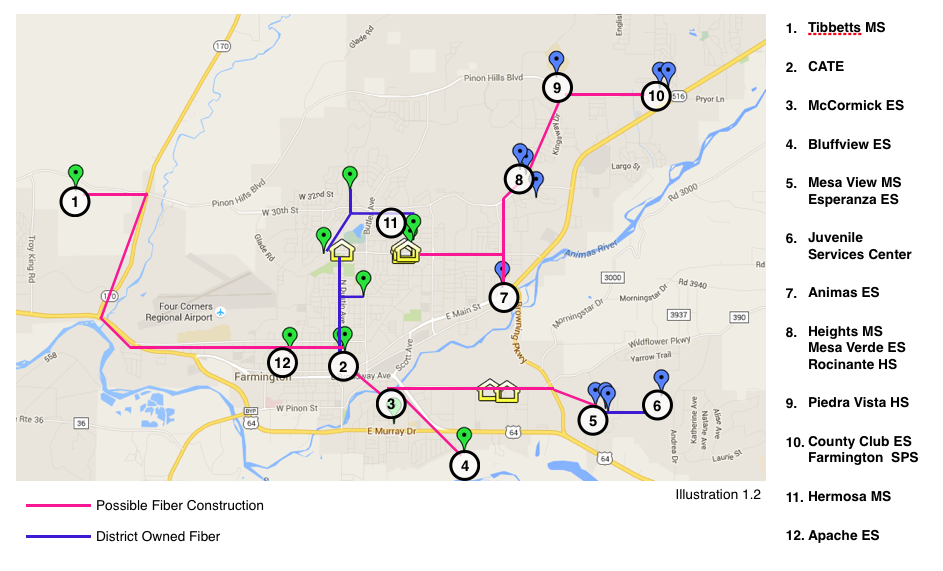
* Illustration 1.1a shows the detail of location 8 in Illustration 1.1 and provides the general path of the existing district owned fiber connecting the three locations identified.



* Illustration 1.1b shows the detail of location 5 in Illustration 1.1 and provides the general path of the existing district owned fiber connecting the two locations identified.

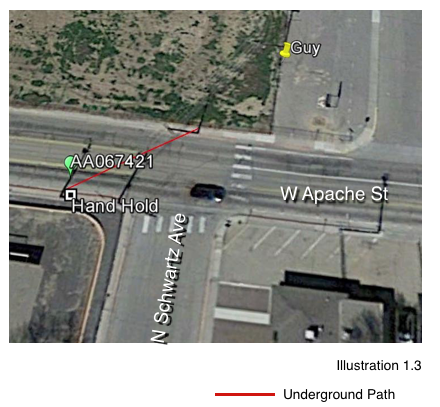


* Illustration 1.2 shows a possible fiber WAN solution (for illustrative purposes) connecting the listed sites or nearby locations that feed these sites (locations 5 and 8 as examples)



The district will consider all Offeror proposed alternatives for a point of entry to the existing district owned fiber WAN and in accordance with E-rate rules choose the most cost effective option offered.

* Illustration 1.3 shows an existing district owned underground path for fiber optic cabling that can be leveraged for this project. This is crossing Apache St at Schwartz Ave. The nearest school location is Apache Elementary and the pathway is recommended for connecting Tibbetts Middle School to the nearest district owned fiber entrance to the WAN.



* Illustration 1.4 shows an existing district owned underground path for fiber optic cabling that can be leveraged for this project. This is crossing Airport Dr on Apache St. The nearest school locations are Tibbetts Middle School and Apache Elementary. The pathway is recommended for connecting Tibbetts Middle School to the nearest district owned fiber entrance to the WAN.



* Coordination with Farmington Municipal Schools is encouraged to help develop and design an effective WAN solution based on specific site locations and existing connections. Heights Middle School, Mesa Verde Elementary, Rocinante High School are all connected via district owned fiber optics which allows a new fiber connection to any of those sites to be leveraged by all three sites. Similarly Mesa View Middle School is connected via district owned fiber optics to Esperanza Elementary.
  + The clustered locations of 5 and 8 must be provisioned, with any Offeror solution, such that each individual school is provided a dedicated circuit connection at the bandwidths indicated in the costing spreadsheet and in the details of the fiber options below. If a self provisioned solution is provided then each site must be allocated the number of strands allowed by the e-Rate modernization order and rules as they apply to FY 2017 funding. The allocated bandwidth or strands must be dedicated to each site for the entire length of the WAN connection until they are terminated at an existing point of entry into the district owned fiber WAN. **Bandwidth or strand sharing, with multiple locations sharing the same bandwidth or strands, will be considered a failure to meet the guidelines and requirements of the RFP**.
* Convenient points of entry to the existing WAN are the CATE location and the Hermosa MS location. To reiterate from above: Alternative sites not specifically being connected in this RFP scope of work can be leveraged for a WAN point of entry. Any Offeror with alternative points of entry to the district owned fiber WAN must contact Charles Thacker ([cthacker@fms.k12.nm.us](mailto:cthacker@fms.k12.nm.us)) directly to discuss the specific connection options or bring up alternative options during the on-site walk through visit. This discussion will then be made available to all Responding Offerors as with any other RFP question and answer process. The district will consider all Offeror proposed alternatives for a point of entry to the existing district owned fiber WAN and in accordance with E-rate rules choose the most cost effective option offered.
* Lit solutions should factor in the requirement to provide full service to all sites listed in the table above (except those indicated with a **\***, which are CATE and Hermosa MS). As indicated previously there are two clusters of sites that have existing district owned fiber optic connections to each other and which will each require full bandwidth or strand allocations dedicated to their site even if the provided solution has a single physical connection to the cluster. These clusters are: Heights MS, Mesa Verde ES, and Rocinante HS; and then Mesa View MS, and Esperanza ES.
* Offeror should confirm entry points to the existing WAN for all sites listed in the table above (except those indicated with a **\***, which are CATE and Hermosa MS), either directly or through another connected site.
* Site locations are available online at:  
  https://drive.google.com/open?id=1Ggx4DRAbjsv3hTSHWkRWTppmblA&usp=sharing
* In each building, respondent must run infrastructure or service to an existing network closet designated by Farmington Municipal Schools, identified by site walk-through.
* Preference will be given to solutions that provide a path with future connectivity options for two ancillary locations on Southside River Road. The two locations are Plant Operations (2855 Southside River Road) and Transportation (3101 Southside River Road). These sites would be connected using funds from the district only as per the E-rate Modernization order.

The new service is being planned to begin on July 1, 2017, which represents the expiration of the current leased WAN service. Service must be completed and fully implemented by June 30, 2018 to meet USAC requirements for funding and participation.

Farmington Municipal Schools is seeking three options for bids. Respondents may bid for one or more options. The first option is a fully managed, lit fiber service WAN to these locations. The second option is for a leased dark fiber or IRU solution that includes special construction, the monthly lease fee, maintenance, and management. The third option is for self provisioned fiber construction (district owned fiber) to the designated locations and includes special construction, fiber maintenance and management.

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, Farmington Municipal Schools will determine which, if any, of the lit service, leased dark fiber or IRU, or self provisioned fiber is the most cost effective, long term solution that meets the current and expected future needs of the school district using the Scoring Rubric of this RFP. Weighted consideration for integration into the current district owned fiber optic WAN, and existing maintenance processes for that WAN, will be made during the evaluation process. The specifications related to each solution option are as follows.

**Lit Service**

The Farmington Municipal Schools must have dedicated Lit Transport Bandwidth throughput (upload and download) of at least 10 Gbps, upgradable to 40 Gbps over an expected minimum life time of 20 years, with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable from 10 Gbps to 40 Gbps with a 20 Gbps optional pricing level. **All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism.**

### *Lit Service Price Proposal*

The “Lit Pricing Sheet” worksheet in the attached spreadsheet includes columns for respondents to provide a **dedicated and** exclusive (meaning no contention or sharing of the connection with an entity other than the district) 10G to 40G pricing (with an optional 20G offering) between the hub and the various endpoints. Price quotes are requested for 120 month and 240 month terms of service. Prices should be all inclusive. All inclusive in this case means, including all **special construction and 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. Preference is made for the longest term contract at the lowest cost considering reduction in bandwidth costs over time and continued service for the life of the fiber (20 years minimum expected life span). Preference is given to solutions with the greater amount of the project in the initial special construction or non-recurring one-time costs. If payments of one-time capital costs are allowed to be made over multiple years please clearly indicate this in the RFP response.

The “USAC Pricing Components” worksheet of the provided Fiber Pricing Matrix spreadsheet must be completed by the vendor to address all inquiries by USAC regarding the itemized cost of special construction and non-recurring costs (hardware, etc…). Totals should match the overall project costs provided earlier for this service.

All new fiber construction must adhere to the requirements and specifications provided in Appendix E. The District may also request proof that any and all existing fiber construction, which cannot be considered special construction under the E-rate Modernization, meets the requirements and specifications provided in Appendix E to guarantee compatibility with new construction and existing District fiber WAN installations.

**Leased Dark Fiber or IRU**

As an alternative, respondents can quote a 20 year indefeasible right to use (IRU) or leasing price for two (2) strands of fiber between the designated locations and a district approved fiber WAN point of entry.

### *Lease Price and IRU Proposal*

Farmington Municipal Schools is interested in IRU/Lease pricing with a one-time capital cost payment for the 20 Year IRU/Lease combined with “all-in” recurring payments for maintenance costs for the entire length of the IRU/Lease. Optional installment plan payments of the one-time capital costs spread over 1 to 4 years is acceptable based on offeror’s interest in allowing this. If payments of one-time capital costs are allowed to be made over multiple years please clearly indicate this in the RFP response.

Each respondent is required to complete the pricing matrix appended as the “Leased Dark Fiber” worksheet in the spreadsheet accompanying this RFP. Respondents 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 provisioned, Farmington Municipal Schools expects significant reductions from prevailing market rates for the IRU/Lease fee and annual maintenance charges.

The “USAC Pricing Components” worksheet of the provided Fiber Pricing Matrix spreadsheet must be completed by the vendor to address all inquiries by USAC regarding the itemized cost of special construction and non-recurring costs (hardware, etc…). Totals should match the overall project costs provided earlier for this service.

All new fiber construction must adhere to the requirements and specifications provided in Appendix E. The District may also request proof that any and all existing fiber construction, which cannot be considered special construction under the E-rate Modernization, meets the requirements and specifications provided in Appendix E to guarantee compatibility with new construction and existing District fiber WAN installations.

**Self Provisioned Fiber Construction**

As a third alternative, Farmington Municipal Schools requests that respondents propose design and pricing for a self provisioned new build of fiber to the designated endpoints. A minimum of two (2) strands (1 pair) and a maximum of twelve (12) strands (6 pair) of single-mode new build fiber are requested. All new fiber construction must meet the requirements of the Second E-rate Modernization Order from the FCC as well as any changes for the FY 2017.

Respondents are requested to provide a proposal for a Farmington Municipal Schools 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 Farmington Municipal Schools desires a fully “turn-key” project so respondents should provide explanation for the Farmington Municipal Schools involvement in the process including ownership and sourcing of permits, etc.

Respondents should take note that E-rate Modernization order allows fiber construction vendors to place additional strands, beyond the strands required by Farmington Municipal Schools. On approved projects that meet the E-rate specifications for competitive bid and cost effectiveness, E-rate will pay special construction charges, defined in the Second E-rate Modernization Order as construction, design, engineering and project management fees including the first 12 strands of fiber only. The successful respondent will pay for the incremental cost of additional fibers to the premise of the eligible applicant and then 100% of all incremental construction charges to ineligible applicants. Changes by the FCC regarding the number of eligible strands must be monitored and addressed by the Offeror prior to proposal submission.

### *Self Provisioned Fiber Construction Price Proposal*

Each respondent is required to complete the pricing matrix appended as the “District-owned Fiber” worksheet in the spreadsheet accompanying 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 district.

The “USAC Pricing Components” worksheet of the provided Fiber Pricing Matrix spreadsheet must be completed by the vendor to address all inquiries by USAC regarding the itemized cost of special construction and non-recurring costs (hardware, etc…). Totals should match the overall project costs provided earlier for this service.

All new fiber construction must adhere to the requirements and specifications provided in Appendix E.

Maintenance and/or management can be bid “bundled” with a self provisioned fiber construction bid, or bid as a stand alone service and must be described as such with a costing sheet for services available.

**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. Respondents may offer maintenance services, equipment purchase, installation, and management either themselves or through 3rd party subcontractors. In the case that respondents 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 new fiber construction must adhere to the requirements and specifications provided in Appendix E. The District may also request proof that any and all existing fiber construction, which cannot be considered special construction under the E-rate Modernization, meets the requirements and specifications provided in Appendix E to guarantee compatibility with new construction and existing District fiber WAN installations.

*Maintenance*

The Farmington Municipal Schools 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 respondent 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 respondent will include only the portion of maintenance that is required to support the Farmington Municipal Schools 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 (not the district) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
* 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 with a guaranteed SLA response time for repairs. Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.

Respondent 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.

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 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 Management*

The Farmington Municipal Schools requests that the respondent provide a quote for an annual management cost to oversee the technical support of the WAN once the leased dark, IRU, or self provisioned fiber is available for service. Include price details in the “Management” worksheet of the spreadsheet attached for equipment necessary to place the circuits into service at different bandwidth levels, installation and configuration of equipment, and annual management cost of the equipment/circuits. 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:

* Procurement 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 Farmington Municipal Schools escalation list
* Incident response with timing standards that are in accordance to a Respondent 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

**Description of Proposal**

Respondent will provide a description of their proposal for all lit services, leased dark, IRU, or self provisioned fiber construction projects. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail Farmington Municipal Schools may find useful or necessary (or could differentiate the solution from a competing proposal). All proposals must include a complete physical and logical network diagram along with a route map in .kmz or .kml format clearly identifying the routes of all fiber to be used and/or installed.

**Service Level Agreement**

* Respondent will provide a description of the proposed services and service levels provided with the lit fiber or dark fiber maintenance and management responses. The respondent will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal may include, but not be limited to, the following services.
* Lit Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.9% network availability of the applicable fiber.
* 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 district.
* 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.
* No contention or connection sharing with an outside entity. These WAN connections should be for the exclusive use of the district. Providers should quote an exclusive class of leased lit fiber for these WAN/point to point connections.

**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. Preferred locations are Hermosa MS and CATE but alternatives are available through discussions with the district.

Respondent must specify the expected demarc setup included in base fees, e.g. fiber shelf with set-top box CPE and fiber or copper handoff.

**Network Diagram**

For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint in .kmz or .kml format. Respondents must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details.

**Business (Offeror) Experience and References**

Offeror must include their company history with a full description of previously completed projects of comparable size and complexity to that being proposed for Farmington Municipal Schools. Evidence of a minimum of three (3) years of experience by the Offeror organization, operating under the current organization name, in the design, construction and implementation of projects of comparable size and complexity **must** be provided to be considered for evaluation. Failure to meet the minimum requirement of three (3) years of experience will be grounds for rejection of the proposal.

For each solution included in the Offeror response (Lit, Leased/IRU, Self-Provisioned), respondent must provide 3 references from current or recent education customers with projects equivalent to the size of Farmington Municipal Schools. If respondent responds to more than one option (e.g. lit fiber service as well as leased dark fiber), provide 3 references for each. Please include project type, project total, distance from home office, named contacts including telephone numbers and E-mail addresses. All references will be verified.

**Connect America Fund Consideration**

For each school site, the respondent must note whether the address is included in a region where the respondent 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.

**Special Construction and Non-recurring Cost**

Respondents 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, dark fiber, or self provisioned fiber projects as defined by the order include construction, design, engineering and project management. The applicant requests that the respondents consider allowing Farmington Municipal Schools 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 2017 to Funding Year 2021 inclusive. Responses must include agreement or non-agreement of this request.

Respondent should provide a detailed breakdown of the cost per foot for eligible special construction costs as part of their bid. This detail includes:

* The installation methodology for each segment – aerial and/or buried. If mixed the amount of footage for each type of installation for each section
* A listing of both labor (constructon, engineering and project management) and materials cost for each segment
* Clear delineation of the actual latitude and longitude for each segment

**New Mexico Gross Receipts Tax**

Offeror must include, in all pricing and costs provided, a line item for the New Mexico Gross Receipts Tax along with a description of how that tax will be paid. Offerors are encouraged to review the New Mexico Taxation and Revenue department web site for up to date information on the Gross Receipts Tax requirements and current rates (<http://www.tax.newmexico.gov/Businesses/gross-receipts.aspx>).

If you are engaged in business in New Mexico, you must file a New Mexico tax return and pay gross receipts tax for the privilege of doing business in New Mexico. Although the gross receipts tax is imposed on businesses, it is common for a business to pass the gross receipts tax on to the purchaser either by separately stating it on the invoice or by combining the tax with the selling price. Failure to comply with NM Taxation and Revenue requirements and clearly identifying how the NM Gross Receipts Tax will be paid (by Offeror or District) will result in a non-responsive decision by the evaluation committee.

**Required Notice to Proceed and Funding Availability**

Farmington Municipal Schools will follow the purchasing policies of the Farmington Municipal Schools Board of Education 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.

**All responding vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN. Responding vendors who do not have a USAC issue SPIN must demonstrate reasonable efforts to obtain a SPIN before the service start date.**

**E-rate Modernization Order Note**

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) for more information.

**RFP Scoring Rubric**

|  |  |
| --- | --- |
| **Points** | **Criteria** |
| 25 | E-rate **eligible** recurring and one-time project costs1 |
| 5 | E-rate **ineligible** recurring and one-time project costs2 |
| 15 | Ability to support requirements as laid out in the RFP3 |
| 10 | Proposed contract terms and conditions4 |
| 15 | Service Reliability5 |
| 10 | Ability to offer turn-key solution6 |
| 10 | Use of scalable technology (fiber optic) adhering to industry and technical standards7 |
| 10 | Provider references and Offeror experience8 |
| Total = 100 |  |

**Notes:**

The scoring rubric above can be considered both a point and a percentage ranking system. The total number of points possible for any Offeror is 100.

1: **E-rate eligible circuit cost:** all proposals must clearly identify, in an itemized format on the provided costing spreadsheets and on a circuit by circuit basis, the total cost of ownership over 20 years that includes special construction and NRC in addition to MRC and includes any and all services that will be applied on a monthly or yearly recurring basis. E.g. for lit service, recurring circuit costs will include those costs required for the operation, maintenance, and any other monthly/yearly 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.

2: **E-rate ineligible circuit costs:** all proposals must clearly identify, in an itemized format on the provided costing spreadsheets and on a circuit by circuit basis, any and all E-rate ineligible costs associated with any product or service. If a product or service is partially ineligible the Offeror must clearly identify the ineligible portion. In compliance with E-rate rules the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.

3: **RFP Requirements:** preference will be given to bidders who can provide the highest level of compliance to all requirements laid out in this document.

4: **Terms and conditions:** preference will be given to bidders that provide the most favorable conditions for implementation and ongoing service. These elements include (but are not restricted to): length of contracts, ability to scale bandwidth within the contract period, technical SLAs, flexibility in timing of up-front payments, etc. This also includes the willingness to allow district to pay in installment payments over up to 4 years.

5: **Service Reliability:** preference will be given to bidders that provide a favorable SLA for the district and have a robust network architecture and documented history of service reliability. This includes factors such as: shorter guaranteed response times for service outage repairs; proximity of authorized repair technicians to the district facilities; available stock of replacement material to complete repairs; etc…

6: **Turn-key solution:** the district has a clear preference for providers who can offer a “bundled” holistic, all-in-one solution and effort required by the district before, during, and after installation is minimal. Therefore preference will be given to bidders 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.

7: **Fiber optic solutions:** preference will be given to solutions based on fiber optic technologies, as the district believes that this will provide maximum future scalability. Bidders 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. Include how future expansion and increases in speed can be accomplished and at what cost changes during the expected minimum life span of the fiber (20 years). Clear documentation on how the fiber requirements in Appendix E are being met will assist in evaluations of each proposal.

8: **K-12 References and Experience:** preference will be given to bidders who are able to demonstrate a track record of successfully working with K-12 school districts to provide high-quality, affordable solutions and exemplary ongoing service. Bidders must provide access to up to 3 references, per solution proposed, as part of the evaluation process. A minimum of three (3) years experience and history, under the current Company/Offeror name, developing, designing, managing and implementing projects of similar complexity and size as requested in this RFP is required.

**Appendix A – Letter of Transmittal Form**

Each item (#1-4) below must be completed. Failure to complete all four items will result in disqualification of the proposal.

1. Identity (Name) and Mailing Address of the submitting organization (Offeror):

|  |  |
| --- | --- |
| Name |  |
| Street |  |
| City, State, ZIP |  |

1. For the person authorized by the organization to **contractually obligate** the organization (Offeror):

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| E-Mail |  |
| Phone/Fax |  |

1. For the person authorized to **negotiate the contract** on behalf of the organization (Offeror):

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| E-Mail |  |
| Phone/Fax |  |

1. For the person to be contacted for **clarifications**:

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| E-Mail |  |
| Phone/Fax |  |

On behalf of the submitting organization (Offeror) identified in item #1 above I accept the conditions governing the procurement process as indicated and required in this RFP.

I concur that submission of this proposal constitutes acceptance of the evaluation rubric, metrics, and factors indicated and required in this RFP.

I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature and Date (Must be signed by the person identified in item #2 above).

**Appendix B – Statement of Offeror’s Understanding of Work**

For the Farmington Municipal School’s RFP 2017-01 Wide Area Network Fiber Optic Solution, the undersigned agrees to furnish services and materials as required by the terms and conditions of this proposal during the time period specified. **An authorized representative of the company must sign all RFPs. RFPs not signed will be considered as non-responsive and will be rejected.**

Please sign this page and include in your RFP proposal submission.

Name of Company/Firm or Offeror:

SPIN:

Street Address:

PO Box:

City, State, ZIP:

Phone:

Fax:

E-Mail:

Authorized signature:

Printed name of signature:

Title:

Alternate contact:

Street Address:

PO Box:

City, State, ZIP:

Phone:

Fax:

E-Mail:

Authorized signature:

Printed name of signature:

Title:

**Appendix C – Subcontractor List**

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Work** | **Entity Name** | **City & State** | **Labor Enforcement Fund Registration #** |
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**Appendix D – Campaign Contribution Form**

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date

Title (position)

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Appendix E –** **OUTSIDE PLANT CONSTRUCTION (OSP)  
INSTALLATION SPECIFICATIONS**

**Material Requirements**

* Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
* Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones,
* All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the respondent will be the sole responsibility of the respondent, who will replace such damaged hand holes at no additional expense to the district.
* Buried conduit shall be EMT (Electrical Metallic Tubing) multiduct with at least three innerducts. EMT fitting shall be gland or set screw type, and each conduit shall be equipped with a graduated pull tape or rope.
* Unless specified by right-of-way owner, crossings will be two conduits, PVC-Sch 40 or better.
* The exact requirements for location and type of conduit within the building shall be verified with building owner.
* All Hand Holes shall be (State) DoT approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.
* Large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
* Fiber must be Single Mode with the following specifications:
  + All-Dielectric Self-Supporting (ADSS)
  + ITU-T G.652.C/D compliant
  + Maximum Attenuation @ 1310nm 0.34 B/km
  + Maximum Attenuation @ 1385nm 0.31 dB/km
  + Maximum Attenuation @ 1550nm 0.22 dB/km
* Connector Types should be LC unless otherwise specified by the district.
* Any warranties associated with the fiber and any other outside plant materials must revert to the district as the fiber owner upon completion of construction.

**Specifications:**

*Survey*

* Comply with all ordinances and regulations. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.
* Respondent will locate underground lines of third parties in cable route area.

*Permits and Traffic Control*

* The respondent must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.
* All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the respondent’s responsibility. The respondent’s construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

*Tracer Wire Installation*

* Tracer wire shall be placed with all conduit installed unless armored or traceable cable is used. The respondent will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
* For multi-duct installation, install a 5/8” X 8” copper clad ground rod in the hand-hole located on public right–of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for “locate purposes only,” not for grounding purposes. Note on as-built where ground is placed and tag located wire as “locate wire.”

*Depth of Burial*

Except where otherwise specified, the cable shall be placed to a minimum depth of 24” from subgrade. Greater cable depth may be required at the following locations based on local authority standards.

* Where cable route crosses roads, the cable shall be placed at a minimum depth of 48” below the pavement or 36” below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.
* Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12” clearance from the object or the minimum clearance required by the object’s owner, whichever is greater.

*Highway, Railroad, and Other Bored Crossings*

* All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing. Country road and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.
* All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.
* Respondent shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.
* Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60” below the railroad surface or 36” below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

*Cable Markers*

* Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
* In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.

*Hand Holes*

* Hand holes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.
* All hand holes unless otherwise stipulated by the drawings will be buried with 12” to 18” of cover at final grade.
* Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the respondent will be responsible for correcting the problem immediately without additional cost to the district.
* After cable placement all ducts will be sealed.
* All splice hand holes/manholes will be grounded
* A minimum of 100’ coil of cable shall be left in each hand hole/building for splicing use.

*Splicing*

* Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.
* Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing and WDM testing is required.
* Individual splice loss will be <0.1 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer’s splice loss estimator.
* All cables to buildings shall be fusion spliced within a minimum of 50’ of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customer’s rack.

*Aerial Plant*

* District is open to aerial fiber runs using existing utility poles, but Respondent must adhere to pole owners’ requirements for clearances, spans, grounding, guys and attachments.

*Testing Cable*

* The respondent shall be responsible for on-reel verification of cable quality prior to placement.
* Completed test forms on each reel shall be submitted to the district.
* Respondent assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
* The respondent shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
* The cable ends shall be sealed upon completion of testing.
* In addition to splice loss testing, selected respondent will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

*Restoration*

* All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the district and any permitting agencies.
* Respondent shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction begins.
* Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
* Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the district, the representative of any interested permitting agency, and/or the railroad representative.
* Respondent will be responsible for any restoration complaints arising within one year after the district’s final acceptance.
* Excess material will be disposed of properly.
* Debris from clearing operations will be properly disposed of by the respondent/subcontractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the respondent as per requirements by other interested permitting agencies, and/or the district.
* Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of the any permitting agencies, and/or the district.
* Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the district.

*Documentation*

As Built Drawing will include:

* Fiber Cable Route (can be included as a graphic in PDF format but must also be provided in .kmz or .kml format)
* Drawings, site drawings, permit drawings, and computerize design maps and electronically stored consolidated field notes for the entire route must be included in the documentation. The method of installation will dictate the additional types of documentation that should be provided. For example, documentation of aerial installation should include pole attachment inventories, pole attachment applications, pole attachment agreements between respondent and other utilities, GPS points of reference for utility poles, and photo images of poles to which fiber is attached. Documentation of underground installation should include conduit design, conduit detailing, manhole detailing, preparation of all forms and documentation for approval of conduit construction and/or installation, verification of as-built and computerized maps.
  + Splicing locations
  + Optical Fiber assignments at Patch Panels
  + Optical fiber assignments at splice locations.
  + Installed cable length
  + Date of Installation

Fiber Optic details will include:

* Manufacturer
* Cable Type, Diameter
* Jacket Type: Single Mode
* Fiber core and cladding diameter
* Fiber attenuation per Kilometer
* Fiber bandwidth and dispersion
* Index of refraction

OTDR documentation will include:

Each span shall be tested bi-directionally from endpoint to endpoint. Each span’s traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the information required by Span Map.

* Reel acceptance
* Individual fiber traces for complete fiber length
* Paper and computer disk records of all traces.
* Losses of individual splices
* Anomalies
* Wavelength tests and measurement directions
* Manufacturer, model, and serial number of OTDR
* Date of last calibration.

Power Meter documentation will include:

* Total link loss of each fiber
* Wavelengths tested and measurement directions
* Manufacturer, model, and serial number of test equipment
* Date of last calibration

### **REFERENCES, STANDARDS, AND CODES**

Specifications in this document are not meant to supersede state law or industry standards. Respondents shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the *Customer-Owned Outside Plant Design Manual* (CO-OSP) produced by BICSI, the *Telecommunications Distribution Methods Manual* (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that the respondent be thoroughly familiar with the content and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of the district.

Listed in the table below (G-1) are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

Table G-1 — References, Standards, and Codes

|  |  |
| --- | --- |
| **Standard/Reference** | **Name/Description** |
| BICSI CO-OSP | BICSI Customer-Owned Outside Plant Design Manual |
| BICSI TDMM | BICSI Telecommunications Distribution Methods Manual |
| BICSI TCIM | BICSI Telecommunications Cabling Installation Manual |
|  | Customer-Owned Outside Plant Telecommunications Cabling Standard |
| TIA/EIA - 568 | Commercial Building Telecommunications Cabling Standard |
| TIA/EIA - 569 | Commercial Building Standard for Telecommunication Pathways and Spaces |
| TIA/EIA - 606 | The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings |
| TIA/EIA - 607 | Commercial Building Grounding and Bonding Requirements for Telecommunications |
| TIA/EIA - 455 | Fiber Optic Test Standards |
| TIA/EIA - 526 | Optical Fiber Systems Test Procedures |
| IEEE 802.3 (series) | Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard |
| NEC | National Electric Code, NFPA |
| NESC | National Electrical Safety Code, IEEE |
| OSHA Codes | Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al. |
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