

Health Leadership High School
1900 Randolph Rd. SE
Albuquerque, NM 87106
(505) 750-4547

**REQUEST FOR PROPOSAL
E-RATE TECHNOLOGY PROJECTS**

PUBLISHED DATE: April 11, 2017
DUE DATE: May 10, 2017 @ 4pm
RFP: HLHS-INET-2017
CONCERNING FORM 470 170081345
APPLICATION#:

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I. NOTICE TO BIDDERS

Health Leadership High School (HLHS) is requesting proposals from companies interested in providing any or all of the following e-rate eligible services for E-Rate Year (2017-2018):

- Internet Access Service
- Analog Telephone Service

All responses to this request for proposals must be sealed and adequately identified on the face of the envelope with the following additional pieces of information:

- That the submission is in response to Request for Proposal: HLHS-INET-2017
- That the submission is also in response to FCC Form 470 Application number: 170081345

All proposals must be received at Health Leadership High School, 1900 Randolph Rd. SE, Albuquerque, NM 87106 on or before May 10, 2017 @ 4pm Mountain Daylight Time.

II. GENERAL PROPOSAL CONDITIONS

A. OFFEROR QUALIFICATIONS AND ELIGIBILITY

The selected Offeror should demonstrate knowledge and experience in dealing with E-Rate funded projects. The Offeror must provide proof of registration with the Federal Communication Commission's (FCC) Schools and Libraries Division (SLD) for reimbursement under E-Rate guidelines. The Offeror is responsible for including their SLD Service Provider Identification Number (SPIN) in their submitted proposal.

B. RECEIPT

All proposals must be sealed and adequately identified on the face of the envelope (please see the "Notice to Bidders" on p. 2 for envelope detail requirements). All proposals must be received at Health leadership High School, 1900 Randolph Rd. SE, Albuquerque, NM 87106 on or before May 10, 2017 @ 4pm Mountain Daylight Time.

All RFP responses require five (5) copies consisting of the Response Sheet on p.11 collated in front of the Offeror's formal response (as formatted consistent with the "Response Format" guidelines found on p. 10). Award will be made as soon as possible, but HLHS reserves the right to withhold a decision for up to ninety (90) days after opening.

C. OPENING

Proposals shall not be opened publicly but shall be opened in the presence of two or more HLHS officials. Proposals and proposal modifications shall be date stamped upon receipt and held in a secure place until the established proposal due date and time. Proposals received late shall not be considered and shall be returned unopened.

Proposals are shown only to the Evaluation Committee and to HLHS personnel having a legitimate interest, until selection of a successful Offeror(s) is made. Unsigned proposals will not be accepted. All proposals will be reviewed and evaluated under New Mexico State Procurement Laws. An incomplete proposal may result in dismissal of part or all of the response.

To qualify for evaluation, a proposal must be responsive, must be submitted on time and materially satisfy all mandatory requirements identified throughout this RFP.

To be considered responsive in the judgment of the Evaluation Committee, a proposal must reasonably and substantially conform to all the specified requirements in this RFP. Any deviation from requirements indicated herein must be stated in the Offeror's proposal. Otherwise, it will be considered that the Offeror's proposal is in strict compliance with all requirements, and any successful Offeror will be held responsible therefore.

Each proposal must give the complete mailing address of the Offeror and must be signed by the Offeror with Offeror's legal authorized signature. Proposals by partnerships must be signed by one of the members of the partnership or by an authorized representative. An unsigned Request for Proposal will be considered non-responsive. Non-responsive proposals will not be considered by the Evaluation Committee.

D. MODIFICATION OR WITHDRAWAL

Proposals may be modified or withdrawn prior to the established due date in accordance with New Mexico Procurement Code.

E. STATUS OF OFFERORS

The Offeror, their agents and employees, are independent contractors performing professional services for HLHS and are not employees of HLHS. The Offeror, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of school vehicles, or any other benefits afforded employees of HLHS as a result of Agreements or Contracts, and shall not be covered by HLHS's Workman's Compensation.

F. NEGOTIATIONS

HLHS reserves the right to negotiate with any or all Offerors who submit proposals determined to be acceptable or potentially acceptable, but is not required to do so. HLHS reserves the right to award the contract based only on the written proposals received by the due date and time. HLHS further reserves the right to conduct negotiations with selected Offerors only.

If HLHS exercises its option to conduct negotiations, the Purchasing Agent will establish procedures and schedules for conducting these discussions. This is a qualifications based proposal and will be ranked as such with negotiations starting with highest ranking and proceeding on until agreement can be reached.

The contents of any proposals will not be disclosed so as to be available to competing Offerors during any negotiation.

Negotiations may be held to:

1. Promote understanding of HLHS's requirements as they relate to the Offeror's proposals.
2. Facilitate arriving at a contract that will be most advantageous to HLHS while taking into consideration the evaluation factors set forth in the Request for Proposals.

G. EVALUATION

HLHS will form an Evaluation Committee composed of HLHS staff to review all responsive proposals. The Evaluation Committee's proposal selection decision shall be based primarily upon the following criteria and relative weights in addition to any other pertinent factors:

Evaluation Criterion	Total Criterion Points
Cost for E-Rate Eligible Services	25
HLHS's Cost to Make any Equipment Purchases and or Building/Grounds Modifications to Receive Said Service	20
Service Level & Quality	20
Vendor Qualifications & References	20
Documentation of Service Provision	15

(There are 100 total evaluation points with which the Evaluation Committee will score responsive proposals)

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

H. AWARD

It is anticipated that the term of these solicited services will be for a period of twelve months. Any contracts entered into by the selected Offeror and HLHS will be year-to-year with annual extension options for three subsequent years.

All services solicited under this RFP are contingent upon HLHS's receipt of E-rate funding; HLHS reserves the right to cancel any project upon failure to receive E-rate funding. HLHS reserves the right to not file a Form 471 application on any or all projects. HLHS reserves the right to modify any projects should future funding be made available.

Award shall be made to the responsible Offeror whose proposal is most advantageous to HLHS, taking into consideration the evaluation factors set forth in this RFP and any other pertinent factors. HLHS shall provide a written determination showing the basis for the award that shall become a part of the procurement file.

The contents of any proposal shall not be available to competing Offerors or any other person without a lawful interest during the receipt, review and possible negotiation periods until a proposal is selected and a contract is awarded. Upon award, unless exempted under the confidentiality provision, all materials are then open for public inspection.

I. CONFIDENTIALITY PROVISION

Offerors may request, in writing, non-disclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal, and clearly identified, in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Any confidential information provided to or developed by a contractor in the performance of her/his assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the contractor without the written consent of HLHS. Nothing produced in whole or in part by a contractor shall be the subject for an application for copyright by or on behalf of the contractor.

J. SUBCONTRACTING AND ASSIGNMENT

All personnel engaged in the work shall be fully qualified and authorized to perform such services. No work may be subcontracted nor may the Offeror assign any interest in the agreement without prior written consent of HLHS. No assignment or transfer shall relieve the Offeror from their obligations and liabilities.

K. RECORDS

Records shall be maintained by the successful Offeror as required in compliance with applicable federal, state, or municipal laws, ordinances, codes, and HLHS requirements. At any time during normal business hours and as HLHS may deem necessary, there shall be made available to HLHS for examination all of contractor's records with respect to all matters covered by this proposal and any subsequent agreements. HLHS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent.

I. WARRANTIES AND INDEMNIFICATION

Materials, supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to HLHS and are in addition to and do not limit any rights afforded to HLHS by any other clause of this contract. Offeror agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

In the event that any third party shall claim the manufacture, use and/or sale of goods covered hereby to be an infringement of any distributorship agreement, copyright, trademark or patent, Offeror shall indemnify and/or hold HLHS harmless from any cost, expense, damage or loss incurred in any manner by HLHS because of any such alleged infringement.

M. BACKGROUND CHECKS

Offerors whose employees are in direct contact with students shall ensure that the employees of such Offeror shall be finger printed and shall provide two finger print cards to HLHS.

N. INSURANCE

All service providers shall be insured for automotive liability and for professional liability up to the limits of the Torts Claims Act, and insured for Workers' Compensation if applicable. The service provider agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

O. CONTRACT

Failure to respond to this RFP may exclude the potential contractor from work with HLHS. As needed, HLHS may issue new solicitations from other areas of expertise or for additional workloads for this area.

The terms of any contract resulting from this solicitation will be in effect for a period of one (1) year following award. Contingent upon funding and mutual agreement of the parties, contract may be extended for a maximum of three (3) additional years, one year at a time. The total duration of this contract, including the exercise of any renewal options shall not exceed four (4) years.

HLHS reserves the right to establish agreements with any contractors and/or employees of any contracting firm to provide services other than those specified in this proposal. Such agreements may be to provide extended services, additional services, or other supplemental services as determined necessary to HLHS.

Upon award, or renewal, of this contract, HLHS will issue a Purchase Order with the successful proposer(s). This PO number must appear on all invoices, regardless of the amount, for the duration of the contract. All information necessary to identify services and process the invoice for payment must be provided by the Offeror.

P. EQUAL OPPORTUNITY

Health Leadership High School is an Equal Opportunity Employer in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

Health Leadership High School does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities. The successful bidder/bidders will abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor, the contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the successful bidder is found to be not in compliance with these requirements during the life of this agreement, the successful bidder agrees to take appropriate steps to correct these deficiencies.

The following person has been designated to handle inquiries regarding the nondiscrimination policies: Executive Director, Health Leadership High School, 1900 Randolph Rd. SE, Albuquerque, New Mexico 87106, (505) 750-4547.

Q. TERMINATION

HLHS may by written notice terminate contract in whole or in part at any time contractor refuses or fails to comply with the provisions of the contract, or fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time.

Either party with thirty (30) days written notice may cancel contracts. This provision shall not affect nor limit the rights of HLHS under standard default provisions. Regardless of any termination date, any services still in progress will be carried to successful conclusion without undue delay. HLHS also reserves the right to extend any contract on a short term basis if negotiations for a new contract are still in progress.

R. TAXES

The contract amount shall exclude any applicable state gross receipts tax or applicable local option tax, but the contracting agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into.

All applicable taxes, including gross receipts tax or applicable local option tax, shall be shown as a separate amount on each billing or request for payment made under the contract.

Successful Offeror shall complete Internal Revenue Service form W-9, Payer's Request for Taxpayer Identification Number. HLHS shall not be responsible for any service performed without its purchase order or contract, signed by the authorized procurement officer.

The successful Offeror shall comply with all Federal, State and local laws, statutes, ordinances and regulations pertaining to work under his charge and shall bear all expenses associated with such compliance.

S. CONFLICTS OF INTEREST

In signing this proposal, the Offeror warrants that it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal.

The Offeror certifies that they have neither directly nor indirectly entered into action in restraint of the free competitive process in connection with this solicitation.

The following criminal laws of the state of New Mexico specifically prohibit bribes, gratuities and kickbacks: 30-24-1 to 30-24-3 NMSA 1978 and 30-24-2 NMSA 1978.

ADDITIONAL INFORMATION

If further information is needed, you may contact Mario De la Huerga, 505-934-9070 or via email Mario@healthleadershiphighschool.org

III. REQUESTED SERVICES OVERVIEW AND SCOPE

A. INTERNET ACCESS SERVICE

HLHS will accept proposals for Internet Access Service that satisfies the following criteria:

Criterion	Detail
Speed Range	100Mbps and 200Mbps via Fiber (please include details and pricing for all options available For both speeds)
Speed Symmetry	Symmetrical upstream and downstream speeds within the above range are strongly preferred provided they are available at the following location(s):
Service Delivery Locations	1900 Randolph Road SE Albuquerque, NM 87106

NOTE: HLHS already possesses ample internal network infrastructure and qualified personnel to utilize the requested Internet Access Service, no professional services or equipment are sought beyond delivering Internet Access Service to the Service Delivery Location's demarcation point.

B. ANALOG TELEPHONE SERVICE

HLHS will accept proposals for two line of local-only analog telephone service to be delivered at the Service Delivery Locations noted in Item A ("Internet Access Service") of this section.

IV. RESPONSE FORMAT

In a sealed envelope, properly identified per the identification guidelines on p. 2, please provide five (5) copies of the following information.

Attach the signed, completed Submittal Sheet (found on the following page) to the front of each copy of your response. Please label each section of your response as noted in this format outline.

I. **QUALIFICATIONS.** (Please label this Section I)

Indicate your company's qualifications to provide the service requested. Include the following information:

- a) Name, Address, and Phone number of legal entity with whom the contract would be written and all trade names/assumed names used.
- b) Organizational structure under which the proposer's business shall be operated (e.g. corporation, partnership, limited partnership, trust, sole proprietor, etc.)
- c) Name and title of each of the proposer's principal officers (President, Vice President, Chairperson of the Board of Directors, etc.)
- d) Proposer's FCC School and Libraries Division Service Provider Identification Number.
- e) Federal Employer ID and, if applicable New Mexico Department of Revenue Tax Registration, New Mexico Corporate Registration, Industrial Insurance Registration and Unemployment Compensation Insurance.
- f) Copy of all licenses or other documentation, which authorizes your company to provide, requested services.
- g) Other information that may be pertinent to your company's qualifications to provide the requested services.

1/. **REFERENCES.** (Please label this Section II)

Provide a list of references that will include the following information: list at least three (3) references where you are currently providing service (for Internet Access Service bidders, please limit references to existing customers within a reasonable distance of the "Service Delivery Location(s)" in Section 1/Item A that are receiving similar services). Include the following information:

- a) Name of reference
- b) Address
- c) Phone Number
- d) Contact Person
- e) Number of years that service has been provided
- f) Other references or information that will provide pertinent information.

C. **SERVICES.** (Please label this Section III)

Indicate the services that your company will provide to HLHS. Include the following information:

- a) Service Schedule
- b) Service Areas. Include information about locations where your service centers are located.
- c) Billing. Provide information about your billing process. What information is included in your bills, when are they due and past due, how do you handle billing or payment errors.
- d) Other. Provide any additional information about the services that your company will provide to HLHS.

IV. **COST.** {Please label this Section IV}

