**West Metro Consortium**

**REQUEST FOR PROPOSAL**

**INTERNET SERVICE**

**Due: March 1st, 2018**

**by 2:00 p.m. Central Daylight Time**

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SECTION I – GENERAL INFORMATION

##

## **1.0 Background, Purpose, and Definitions**

 This request for proposal (RFP) invites vendors to propose a schedule cost for internet service and associated services.

 West Metro Consortium (Consortium) is an entity formed to enable school Consortium to apply for State of Minnesota Equity Aid funding. The entity consists of E-Rate eligible Minnesota entities who have met the requirements for membership in the consortium.

The Consortium is looking to establish a Master Service Agreement (MSA) with a number of providers for internet service and associated services. Members may use the MSA to procure internet services.

The Consortium recognizes that transport cost may be different for different members based on service provider’s proximity of facilities to the member’s location for termination of services.

If members choose to file E-Rate application, they will continue to post E-Rate Form 470 on USAC website requesting quotes for transport and internet services. Vendors should respond to the individual Form 470 and may reference the availability of the Consortium MSA. All vendor quotes to Form 470 must be responsive (including cost information) to the request in the Form 470.

There must be a contract signed between the vendor and members so that E-Rate application (Form 471) can be filed.

Vendors responding must have a current SPIN and agree to follow all E-Rate program rules.

## **1.1 Request for Proposal Document, Vendor Questions and Dates**

The Request for Proposal document may be obtained from the following:

Steve Buettner

Email: Steve.Buettner@edinaschools.org

A copy of the RFP can be obtained from https://dakotaacademicconsulting.com/request-for-proposals

Questions and/or correspondence related to this RFP document or procurement must be in writing and e-mailed to:

 Steve Buettner

Email: Steve.Buettner@edinaschools.org

 Responses to the questions will be posted on the Consortium web site.

The following dates have been established:

|  |  |
| --- | --- |
| **Description** | **Date** |
| RFP issued | February 15, 2018 |
| Questions due from vendors | February 22, 2018 by 4:00 pm local time |
| Responses provided to vendors | February 26, 2018, by end of day |
| RFP response due | March 1st, 2018 – 2 pm local time |
| Contract award (estimated) | To be determined |
| System installed and in operation | To be determined |

## **1.2 RFP Response, Bonds, and Affidavit**

A. Response to this RFP must be received at the following email address:

 Steve.Buettner@edinaschools.org

The Subject Line in the email must clearly state: Response to West Metro Consortium Internet RFP Response:

B. No bid bond is required.

C. All proposal responses received after the time and date stated above will not be considered and will be returned. The vendor assumes the risk of any delay in the mail or in handling of the mail by employees of the Consortium. Whether sent by U.S. mail or by means of personal delivery, the vendor assumes responsibility for having this proposal response deposited on time at the place specified. Facsimile responses will not be accepted.

D. Interpretations and/or clarifications shall not be binding on vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this proposal will be sent by the Consortium to each vendor. These addenda will become part of the proposal and will be included by reference in the final contracts between the vendor(s) and the Consortium.

E. The Consortium reserves the right to waive technicalities or irregularities, to accept any portion of a response when responses are by items, to reject any or all responses, and to make arrangements for the best interest of the Consortium members. The Consortium will be the sole and final authority in determining whether proposals submitted are in the best interest of the Consortium. Response to this RFP should be presented in the same order as is this RFP (item by item).

F. To provide uniformity and to facilitate comparison of proposal responses, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as it appears in this RFP.

G. The vendor must include as part of their response:

1. A signed affidavit of non-collusion
2. A signed Statement of Affirmative Action Compliance
3. Acceptance Form

H. Proposal responses may not be withdrawn for sixty (60) days after the scheduled time of response submission without the consent of the Consortium. The Consortium reserves the right to accept any proposal response or parts of such responses, to reject any or all proposal responses, and to waive irregularities and informalities in the RFP procedures, and to act in its best interest.

## **1.3 RFP Response Format**

Vendors must include the following in their response:

1. Vendor qualifications as outlined in section 1.5.
2. Description (including diagrams) of the proposed hardware/software solution. Solution must comply with the requirements as outlined in the RFP.
3. Cost information as requested in the RFP.

Failure to submit responses in accordance with the requirements of this RFP will be grounds for rejection. Vendors must warrant that the proposed design solution meets or exceeds all specifications contained or referenced herein. Vendors should, in presenting their design proposals, list types and quantities of materials to be used in its implementation. Vendor remains solely responsible for the accuracy of the response as to system performance, material quality, and material quantity. The cost section of the response must not contain any erasures, corrections, or white outs. Failure to comply will result in the response being rejected.

## **1.4 General Requirements and Instructions to Vendors**

The primary intent of this document is to provide vendors with sufficient information and a point of reference to propose a solution and associated services that will satisfy the objectives of the Consortium and it’s members as stated in the RFP.

Vendors must respond to the all the components (except as noted) as set forth in the RFP. Final determination of what is procured is dependent on the responses provided by the vendors and other budgetary considerations.

The following must be considered in responding to this RFP.

1. The specifications provided herein are intended to facilitate an understanding of the Consortium member’s needs and are to be considered the minimum requirements. It is the responsibility of the vendor to propose a technically sound and operationally functional system.
2. The service proposed must be designed and installed to provide a highly reliable and resilient grade of service. Design solution must incorporate automatic re-routing around failed component and facilities. All parts, materials, and service proposed must be currently available on the market and in continuing production (no discontinued manufacturers or parts). Any components included in the response must be new. In addition, the vendor must clearly demonstrate that they have installed all components of the system or the service as proposed and that those components or services are fully operational at all customer sites. Vendors must document conformance with the performance requirements in the RFP.
3. Each vendor is required to submit proposed contracts, catalog data, and technical information including design calculations and layout drawings that completely describes the system and associated services. Information provided will be used during the evaluation process. All general contents of this RFP and technical specifications herein, as well as the complete response of the successful vendor, will be included in any contract between the Consortium and the successful vendor.
4. The Consortium reserves the right to determine whether a vendor is responsive and has the ability and resources to locally perform the contract in full and comply with the specifications. Inability to demonstrate vendor experience with installations and support of equivalent systems will result in rejection of the proposal response.
5. The Consortium reserves the right to request additional information from the vendor to satisfy any questions that might arise, and the right to reject any or all responses and/or to issue invitations for new responses.
6. The Consortium assumes no responsibility for understanding or representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such understanding or representations are specifically incorporated into this RFP.
7. Verbal discussions pertaining to modifications or clarifications of this RFP will not be considered part of the RFP unless confirmed in writing. Any information provided by the vendor verbally will not be considered as part of that vendor's response until written confirmation is received by the Consortium at the address provided in this RFP.
8. The vendor is required to review this document and to become familiar with the requirements necessary to make a complete proposal response in compliance with local, state, and federal codes and the RFP specifications. Failure to review the provided information regarding this project will not relieve the vendor from submitting a complete proposal response.
9. Where specific manufacturers, their components, and/or materials are listed the vendor solution must be fully operable with those components and materials. The Consortium will consider equivalents where specific manufacturer or their components have been specified.
10. The Consortium is not responsible for locating or securing any information that is not identified in the RFP and reasonably available to them. To ensure that sufficient information is available, the vendor must furnish as part of the response, all descriptive material necessary for the Consortium to determine whether the response meets the requirement of the RFP and establish exactly what the vendor proposes to furnish as to supplies, materials, and services.
11. Subcontractors working for the vendor must meet all the requirements of the RFP and any contract between the vendor and the subcontractor must include all contract terms agreed to between the Consortium and the successful vendor.

## **1.5 Response Evaluation**

It is important that vendors review this subsection to understand the RFP evaluation process. Evaluation will be dome separately for data switches and t firewalls.

A. **Vendor Qualifications.** Vendors responding to the RFP must have the following minimum qualifications:

1. The company or the subcontractors used must have a minimum of three years of experience in providing and installing the service being proposed.
2. The company or subcontractors used must have successfully installed service proposed in entities of similar scope and complexity.
3. The company or subcontractors used must have a service and support capability and be able to respond for service calls. For emergency services, vendor must be able to respond via phone within one hour and if needed be on site within two hours(?).

Vendor must include information that substantiates these qualifications as part of their response to the RFP.

B. **Proposed Solution Against the Requirements of the RFP.** Solutions not meeting the requirements stated in the RFP maybe be eliminated at the Consortium discretion from further consideration at this stage in the review process.

C. **Feature Evaluation.** Vendor responses will then be evaluated for the features and service capabilities included in their solution, ease with which those features and capabilities can be used, administered, and maintained.

1. **Support and Maintenance Capabilities.** Vendors will be evaluated for their support and maintenance capabilities, including the following variables:
2. Years of experience in providing support
3. Number of staff trained in service being proposed
4. Number of client references (of similar services – as proposed)
5. Capability to respond quickly to service and support requests.
6. Training capabilities and resources available.
7. Vendors overall performance record based on past experience, available references and findings by the Consortium of vendor’s clients other than those provided as customer references.
8. Vendors are request to include the address of where the support staff is located.

E. **Cost.** One time and monthly recurring cost.

 In developing their cost, vendors must keep the following in mind:

* No adjustments will be allowed (including corrections) to the cost after the submission deadline. Cost proposed must contain no corrections or erasures.

As part of the evaluation process, the Consortium may invite selected vendors to make a presentation of their proposal response. At its option, the Consortium may request a best and final response from selected vendors.

* 1. The Consortium will evaluate the above elements using the following weighted criteria.

|  |  |
| --- | --- |
| **Criteria** | **Weighted Percentage** |
| Costs - One time and annual maintenance and support cost as proposed | 50% |
| Service Feature Capabilities and Ease of Use and Administration. | 25% |
| Vendor Experience, Support and Customer Reference | 25% |

The Consortium reserves the right to waive minor defects in a proposal response during the evaluation process if it is deemed not to have any material effect on the final outcome.

The Consortium intends to award the contract to the top three vendors with the best value and one meeting the RFP specifications. The Consortium reserves the right to:

Accept or reject any and all proposals or portions thereof, or to waive any irregularities or informalities in proposals.

Select a proposal in the best interest of the Consortium.

Release a new RFP.

Take other action as the Consortium deems appropriate.

## **Contract Terms and Conditions**

* + 1. **Contractual Conditions.** The following contractual conditions, in addition to system requirements and installation terms, shall be included in the contract entered into by the Consortium and the successful vendor.

**Number of Vendors.** The Consortium will establish multiple contracts. The selected vendor(s) may have subcontractors. Any agreements between the vendor and subcontractors must not conflict with the terms of the agreement between the Consortium and the vendor.

**Laws of Minnesota and Effective Date:** The contract between the Consortium and the successful vendor shall be governed by the laws of the State of Minnesota. The contract shall be effective on the date it is approved and signed by the Consortium.

**Risk of Loss or Damage:** The Consortium shall be relieved from all risks of loss or damage to the materials during periods of transportation, installation, and during the entire time it is in possession of the successful vendor and until such time as unencumbered title for the system is vested in the Consortium and it is in the exclusive possession of the Consortium.

 Should the system components be lost or damaged, under such circumstances, the Consortium is relieved from the risk of loss or damage.

**Successful Vendor's Liability:** The successful vendor shall be liable for damages resulting from injury to a person and/or damage to the property of the Consortium, employees of the Consortium, or persons designated by the Consortium for any purpose, prior to or subsequent to acceptance, delivery, installation and use of the system or service either at the successful vendor’s site or at the Consortium, provided that the injury or damage was caused by the fault or negligence of the vendor.

 The vendor agrees to at all times to protect, defend, indemnify, and save the Consortium (including the Consortium employees) from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the said vendor, his employees, subcontractors, and the like, in the performance of this agreement.

**Assignment of Interest:** The successful vendor shall not assign any part of its interest in this agreement without prior written consent of the Consortium or agents thereof.

**Permits:** The successful vendor(s) shall be responsible for any and all permits if required.

* + 1. **Date of Acceptance.** The contract will be considered substantially complete under the following conditions:
			- 1. All of the work has been completed in accordance with the contract and specifications.
1. The system operates in conformance with manufacturer’s published specifications.
2. Completion of 30 consecutive days of operation without major system problems or failure from when the system or service is turned over to the Consortium for use. Failure within this period would re-start the 30-day period.

 The vendor shall certify in writing to the Consortium Project Manager (to be announced at the time of contract award) when the system or service is installed, operational in accordance with the specifications stated above, and ready for use. The Consortium will start its acceptance testing. At the end of the acceptance period, upon the Consortium’s written acceptance, operations control becomes the responsibility of the Consortium. This constitutes Date of Acceptance.

* + 1. **Contract Period.** This contract will be for a period of thirty-six (36) months, renewable annually for two additional years. The initial term of the contract will commence on July 1, 2018.
		2. **Contract Renewal.** The Consortium reserves the right to renew the contract for two one year term at the same terms and conditions upon mutual agreement of the contracting parties.
		3. **Contract Duration Pricing.** For the duration of the contract term, the successful vendor must pass on to the Consortium all discounts and price reductions made available to other customers using similar services. At no point will the vendor be allowed to raise cost above the stated contract price.
		4. **Reimbursement of Liquidated Damages.** If the vendor fails to provide a complete and operational system by the specified or otherwise agreed-upon date of completion, the Consortium will receive reimbursement for liquidated damages of $500 per calendar day until such is provided.
		5. **Installation.** Prior to installation of equipment or service, approval of installation plan shall be obtained from the Consortium Project Manager.
		6. **Status of Responses.** The Consortium reserves the right to accept or reject any or all responses and waive formalities or irregularities in the process. A response once submitted shall be deemed final and binding on the vendor, and shall constitute an option with the Consortium to enter into a contract upon the terms set forth in the RFP.

The Consortium reserves the right to negotiate on any or all components of each response submitted. From the time the responses are submitted until the formal award of a contract, each response is considered a working document and, as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

According to state law, the content of all responses and related correspondence, which discloses any aspect of the evaluation process, will be considered public information when the award decision is announced.  This includes all responses received to the RFP, both the selected proposal response and the responses(s) not selected.  Therefore, the Consortium makes no representation that it can or will maintain the confidentiality of such information.

* + 1. **Incurring Costs.** The Consortium disclaims any financial responsibility for any costs incurred by the Vendor in responding to this RFP, whether or not it is the successful vendor, These costs include but are not limited to, bonding, legal costs for any reason, visitation costs, reproduction, postage and mailing.
		2. **Permission to Proceed.** The vendor must obtain the Consortium’s written permission from Project Manager before proceeding with any work necessitating cutting through any part of any Consortium building structure.
		3. Payment. All payment will be made by Consortium member contracting for service. The Consortium shall not be responsible for any payment . All undisputed invoices need to be into the office by the 10th of each month in order to be paid by the end of the month.
		4. Taxes. Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J). Minn. Statute.

Telecommunication Excise Tax: The Consortium falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the Consortium of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful vendor to reclaim such charges.

* + 1. **Insurance.** The successful vendor must purchase and maintain insurance to protect the vendor from claims set forth in the following paragraphs that may result from the vendor’s operations under the contract, whether the operations are by the vendor, by a subcontractor, or by anyone employed by either.

The vendor shall be responsible for all losses that fall under any deductibles on required insurance coverage. If subcontractors are employed, the vendor shall procure and maintain any bodily injury and property damage liability insurance for and on behalf of the vendor for claims and damages resulting from acts of subcontractors in the same amounts as required for claims and damages resulting from acts of the vendor

The vendor agrees to indemnify and render the Consortium harmless from any and all claims, demands, damages, actions, or causes of action, to arise against the Consortium by reason of the vendor’s performance of the contract. The Consortium shall be named as an additional insured on the required liability policy. Such insurance shall be acquired for and on behalf of the vendor in protecting the vendor from claims for damages for bodily injuries, including sickness or disease, death, and for care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations by the vendor or any directly or indirectly employed by the vendor. A vendor shall be required, as a minimum, to carry the following insurance coverage and types:

**Commercial General Liability:** Vendor will maintain insurance with limits of at least $1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the Consortium as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

2.**Business and Auto Liability:** The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be $2,000,000.00 per occurrence Combined Single Limit (CSL).

3. **Worker's Compensations:** The vendor must provide worker’s compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide worker’s compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident.

1. **Errors and Omissions (E & O) Insurance:** The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor’s professional services required under this contract.

The minimum insurance amounts will be:

 $2,000,000.00 per occurrence

 $2,000,000.00 annual aggregate

The vendor will be required to submit certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify Consortium of any changes in insurance coverage or carrier by Vendor or any subcontractor.

The vendor shall provide the Consortium with a certificate of insurance in a form acceptable to the Consortium prior to commencement of the contract. The certificates and insurance policies required in the above paragraphs shall contain a provision that coverage afforded under the policies cannot be canceled, materially altered, or allowed to expire until at least 30 days prior written notice has been given to the Consortium.

* + 1. **Independent Contractors.** The vendor and all his employees shall **not** be considered employees of the Consortium while engaged in the performance of any work or services required herein, and shall be Independent Contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the Consortium.
		2. **Other Required Contract Terms.** The following other contract terms shall apply.

**Hazard Communication Program:**Prior to execution of an agreement, the vendor shall provide the Health and Safety Supervisor with a copy of its Written Hazard Communication Program as required by OSHA Standard 29 CFR 1200(e) through (g) for all hazardous components and materials used. At a minimum, this shall include Material Safety Data Sheets (MSDS) and warning labels affixed to hazardous substance containers used by the vendor.

**Indemnifications:** Any and all claims that arise or may arise against the vendor or its agents, servants, or employees as a consequence of any act or omission on the part of the vendor or its agents, servants, or employees while engaged in the performance of this contract shall in no way be the obligation or responsibility of the Consortium. The vendor shall indemnify, hold harmless, and defend the Consortium and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the Consortium and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the vendor’s obligations pursuant to this contract. The Consortium shall also be indemnified for any attorney’s fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

3*.* **Default:**

a. *Force Majeure:* Neither party shall be held responsible for delay, nor failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure:

 \* Fire, Flood, or Epidemic

 \* Strikes

 \* Wars

 \* Acts of God

 \* Unusually severe weather

 \* Acts of public authorities

 \* Delays or defaults caused by public carriers

Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.

1. **Inability to Perform:** If the contract vendor is unable to perform under the terms of the contract, the Consortium reserves the right to cancel the contract immediately.
2. **Maintenance:** The vendor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the system or service purchased by the Consortium. The vendor shall immediately notify the Consortium in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the Consortium shall determine whether such inability requires a modification or cancellation of the contract.
3. **Duties to Mitigate:** The contract between the Consortium and the successful vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney’s fees. If suit is brought by either party to this RFP to enforce any of its terms (including all component parts of the RFP and response documents), and the Consortium prevails in such suit, the vendor shall pay all litigation expenses incurred by the Consortium, including attorney’s fees, court costs, expert witness fees, and investigation expenses.
	* 1. **Nondiscrimination:** During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:
* Minnesota Statute Ch. 363
* The Equal Employment Opportunity Act of 1972
* Executive Order 11246
* The Rehabilitation Act of 1973
* The Age Discrimination in Employment Act of 1967
* The Equal Pay Act of 1963
* Minnesota Statute 181.59
* The Job Training Partnership Act of 1982

R. **Access to Records/Audit*:*** Vendor’s books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the Consortium and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

S. **Safety:** The vendor will comply with all State and Federal laws as they relate to employee safety, including, but not limited to AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, and Lock-Out Tag-Out.

1. **Human Rights Certificate:**  **Minnesota Human Rights Statute 363.073 Certificate of Compliance for Public Contracts**

For all contracts for goods and services in excess of $100,000.00, no department or agency of the state shall accept any proposals or responses for a contract or agreement from any business having more than 40 full-time employees within this state on a single working day during the previous 12 months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals, submitted to the commissioner of human rights for approval. No department or agency of the state shall execute any such contract or agreement until the affirmative action plan has been approved by the commissioner of human rights. Receipt of a certificate of compliance issued by the commissioner shall signify that a firm or business has an affirmative action plan that has been approved by the commissioner. A certificate shall be valid for a period of two years. A municipality as defined in section 466.01, subdivision 1, which receives state money for any reason is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled and submit the plan to the commissioner of human rights.

1. **Tobacco:** No person may smoke or use a tobacco product including E-Cigarettes (1) in any building or upon any grounds owned or leased and occupied by the Consortium, or (2) in any location or facility during any school or the Consortium -sponsored educational program, activity, or event, regardless of the location of such activity or event. The term "smoke" shall include smoking a cigarette, cigar, or pipe, or carrying a lighted cigarette, cigar, or pipe. The term “use a tobacco product” shall include chewing of tobacco or snuff or the consumption of any other tobacco product.
2. **Infringement on Adjoining Property:** The vendor is to exercise care to ensure that infringements on adjoining property is avoided in the process of work under the contract. Any damage resulting from infringement on adjoining property must be made good immediately by the vendor responsible at the vendor’s expense.

The vendor is obliged to replace, restore, or rearrange, in a manner satisfactory to the Consortium, any components of lawns, streets, pavements, curbs, sidewalks, or boulevards such as lamp posts, poles, conduits, wires, hydrants, underground mains of other property owners, etc., which have been removed, displaced, disturbed, or interfered with as the result of work under the contract. Should the vendor cause damages to any other work or person employed in the work, the vendor agrees, upon due notice, to settle with such person by agreement or arbitration, if such person will settle. The vendor agrees to defend any suits at the vendor’s expense and pay all costs arising there from without any cost to the Consortium.

1. **Temporary Facilities:** If needed, the vendor will be required to maintain its’ own storage area on the site. Storage space within the building will not be provided.
2. **Utility Clearances:** For projects involving excavation, trenching, borings, etc., the vendor is required to contact Gopher State One-Call, Inc., for location of underground telephone, electrical lines, water, sewer, or natural gas lines, and prior to digging.

1. ***Use of* the Consortium *Facilities:*** Means of ingress or egress in the Consortium buildings or offices shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from the Consortium. The vendor shall phase the work to ensure minimal disruption to the buildings’ operations. Work involving significant amounts of noise, construction debris, etc., shall be performed while classes are not in progress. These times vary by site and should be negotiated in advance with the Consortium Project Manager.

The vendor's materials, tools, supplies, or debris shall not be stored or allowed to accumulate in occupied areas (corridors, classrooms, office areas, etc.). The Consortium assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts that may occur to the vendor’s materials.

The vendor must propose to the Consortium a definite schedule so the Consortium can arrange for appropriate staffing. Any changes to the schedule must be approved by the Consortium and submitted by the vendor no less than 24 hours before the anticipated change.

1. **Cleanup:** The vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract before final inspection. Surplus materials and all cabling components shall be promptly removed from the site upon completion of the work. In case of undue delay or dispute, the Consortium may remove rubbish, materials, and cabling components, and charge the cost to the vendor, with such action permissible by the Consortium Project Manager 48 hours after a written notice has been transmitted to the vendor. Prior to final acceptance, the vendor shall restore all areas affected by the work to their original state of cleanliness and repair all damage done to the premises, including the grounds, by the vendor’s workmen and equipment.
2. **Special Controls:** The building, project site, and adjoining property must be protected by the vendor from objectionable dust and wind-blown debris. In addition, necessary controls shall be provided to prevent pollution of the air by odors or particulate matter. Reasonable precautions must be exercised to prevent vandalism and to safeguard the public at the existing building.
3. **Security:** The vendor and any subcontractors of the vendors shall comply with Consortium policy for security and security identification (e.g. security badge, etc.) requirements.

SECTION II – INTERNET SERVICES REQUIREMENTS

## **2.0 Data Switch Requirements**

The Consortium is looking to establish a Master Services Agreement for internet and associated services so that Consortium members may procure such services.

The rest of this section identifies specific requirements. Requirements are marked as either mandatory (M) or desirable (D). Vendors must be able to meet the mandatory requirements and indicate in the affirmative that they comply with the requirement. Vendors able to provide desirable features should indicate how the feature is activated or implemented. If the cost of the desired feature is not included in the proposal response vendors should identify the cost separately and indicate if the cost is a one- time cost or whether it is on usage basis. Vendors should provide answers to specific questions identified and respond to request for description. Lack of a response to a question or additional information requested may impact the evaluation of the vendor’s response.

## **2.1 Service Design (M)**

The service proposed must be reliable and available 99.9 percent of the time when measured over a 30 day period.

It should be designed such that it is resilient and continues to operate under a single failure by re-routing traffic around failed components and facilities.

## **2.2 Capacity Levels and Type (M/D)**

The Consortium is looking for service:

1. That can be purchased by members at varying levels of capacity from one gigabit to ten gigabit and is dedicated for use by a member. (M)
2. That is burstable to a maximum of two to ten gigabit. (D)

## **2.3 DNS and IP Addresses (M)**

Vendors must be able to provide DNS service and provide public addresses if requested. The number of Public IP addresses included as part of the service must be identified. Any additional cost for IP addresses beyond that included in cost of the service must be identified separately.

## **2.4 Transport (M)**

The Consortium recognizes that transport cost will vary from member to member based on the location of where the service is terminated. As such cost for transport is not being requested. This will need to be provided to the member at the time the member requests such cost either though an RFP process or E-Rate Form 470 posting. Any response, must include the cost of the internet service also.

## **2.5 Service Usage Monitoring (M)**

Members are interested in being able to monitor the usage of the service. Please include description of the tools available from the vendor that allows the members to monitor their own usage.

## **2.6 Implementation of Service (M)**

As part of their response, vendors should include their service implementation process that describes:

* 1. Activities post contract award by a member.
	2. Testing and cutover schedule and requirements.
	3. Any training provided to monitor and administer the service.
	4. Configuration and service documents provided.
	5. Problem reporting and escalation procedures.
	6. Invoicing and billing resolution procedures.

## **2.7 Support (M)**

Vendors must, at a minimum,

* 1. Provide trouble reporting number available 24 hours x 7 days.
	2. Respond within one hour of trouble reported by the member.
	3. Be onsite within two (?) hours if onsite presence is needed to resolve problems.
	4. Provide periodic update on problem resolution.

If requested, meet with individual member on a periodic basis (e.g. monthly, quarterly, etc.)

## **2.8 Client References and Equipment Demonstration (M)**

Vendors must provide a minimum of three client references of similar scope and complexity that have implemented their service. References within the State of Minnesota is desirable.

Client references must include the following:

* 1. Name, Organization, Address, Telephone Number, E-Mail Address
	2. Manufacturer and model number of systems installed at client referenced
	3. Date of installation/cut-over
	4. Description of the project.

The Consortium evaluation team will make all reasonable attempts to reach the specified references. In the event references do not call back, the evaluation process will consider it a no reference.

## **2.9 Manufacturer and Subcontractor Relationship (M)**

Vendors must specify if any portion of the work is to be subcontracted, provide the name of the subcontractor and the relationship to the subcontract. The vendor shall remain fully responsible to the Consortium for performance of all items under the contract.

## **2.10 Customer Provided Resources (M)**

Vendors must clearly identify any equipment and resources it expects the Consortium member to provide during implementation to make the overall service operational.

## **2.11 Product Literature (M)**

Vendors must include as part of their response product literature that describes the products and services and include sufficient information about all of the capabilities provided.

## **2.12 Additional Benefits (D)**

Vendors should list any additional benefits that they would like to provide the Consortium member at no cost as part of their response. The Consortium would consider this during proposal response evaluation. Any offer must clearly identify any cost the Consortium member would incur in the future (e.g. maintenance, upgrades, etc.) if the Consortium were to consider accepting it.

## **2.13 Support Questions (M)**

Please provide answers to the following questions:

1. How many support staff do you have within the nine-county Minneapolis/St. Paul metro area.
2. Please provide the address of the offices where the service is monitored and managed and where support staff is located.
3. Please provide your E-Rate SPIN.

SECTION III – PROPOSAL COST

## **3.0 Cost Sheet**

Vendors are requested to use Tables 3A to complete their cost response. Any assumption in developing costs should be clearly documented. Vendors should note that the Consortium members are sales tax exempt. Cost is being requested for 1 and 3 year term with option for 2 one year renewals.

TABLE 3A – INTERNET AND ASSOCIATED SERVICE COST

|  |  |  |
| --- | --- | --- |
|  | **Dedicated Capacity** | **Burstable Capacity** |
|  | **One Year term** | **Three Year term** | **One Year term** | **Three Year term** |
| **Service Level** | **One Time** | **Monthly** | **One Time** | **Monthly** | **One Time** | **Monthly** | **One Time** | **Monthly** |
|  |  |  |  |  |  |  |  |  |
| 1 gigabit |  |  |  |  | -- | -- | -- | -- |
| 2 gigabit |  |  |  |  |  |  |  |  |
| 3 gigabit |  |  |  |  |  |  |  |  |
| 4 gigabit |  |  |  |  |  |  |  |  |
| 5 gigabit |  |  |  |  |  |  |  |  |
| 6 gigabit |  |  |  |  |  |  |  |  |
| 7 gigabit |  |  |  |  |  |  |  |  |
| 8 gigabit |  |  |  |  |  |  |  |  |
| 9 gigabit |  |  |  |  |  |  |  |  |
| 10 gigabit |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| DNS Service |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| IP Addresses |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Other Cost (please list) |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

Note: Cost is for internet service only and should not include transport cost.

 ATTACHMENT A - AFFIDAVIT OF NON-COLLUSION FORM

WEST METRO CONSORTIUM

INTERNET SERVICE

I hereby swear (or affirm) under the penalty of perjury:

* + - 1. That I am the responder (if responder is an individual), partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
			2. That the attached response or responses have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common source of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to respond designed to limit independent response or competition;
			3. That the contents of the response or responses have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder of its surety on any bond furnished with the response or responses, and will not be communicated to any such person prior to the official review of the response or responses; and
			4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit:

SUBMITTED BY:

 Firm Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn to before me

 This\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2018

 Notary Public\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Commission Expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT B - STATEMENT OF AFFIRMATIVE ACTION FOR EQUAL OPPORTUNITY EMPLOYMENT

WEST METRO CONSORTIUM

INTERNET SERVICE

 Being a duly authorized agent of the firm, I do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

is actively participating in an affirmative action program. No person, on the basis of race, color, creed, religion, national origin, sex, age, marital status, or status with regard to public assistance, is excluded from full employment rights or otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and State laws against discrimination, including Civil Rights Act of 1964 and Minnesota Statute 363.

It is also agreed that, upon request, West Metro Consortium will be furnished all necessary information and reports to support compliance with such laws.

 Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Typed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn to before me

This\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2018

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

My commission expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT C – ACCEPTANCE FORM

WEST METRO CONSORTIUM

INTERNET SERVICE

I, the undersigned, hereby certify that I am a duly authorized agent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to submit this proposal response for consideration and acknowledge that the proposal response document for RFP for Data Switches, Implementation and Maintenance Services have been received and agree to terms contained therein.

Receipt of the following Addenda/Amendments to the RFP Documents and their costs being incorporated in the proposal response is acknowledged.

 Document No.\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

 Document No.\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

 Document No.\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print or type name)

VENDOR

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INCORPORATED IN THE STATE OF:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_