

RFP 11M-1115 Pre-Proposal Conference Notes

October 18, 2011 - 2:00pm – 2:45pm

For the first few minutes of the conference, Bill Brannen (*Director of Contracting Programs, Mohave Educational Services*) offered introductory comments, introductions of staff and consultants. He also provided background information on what Mohave's intent for the contract is. The deadline for Mohave to have contract(s) in place is December 2011.

Additionally, much of this solicitation centers quite heavily on the use of E-rate and school districts, as these are Mohave's largest Member group. But all offerors should be aware that our Members also include cities, counties, universities, community colleges, other political subdivisions and qualified groups. They are just as important and every bit as eligible to use the resulting contracts as the school districts are. Please include these other members in your consideration and plans during your proposal preparation.

Q – The RFP states that contracts will have a 1-year term, with four 1-year extensions. Can Mohave extend the initial term to 2 years? Could we just go with a full 5-year term right from the start?

A – We can consider that. We'll review it and respond in an addendum, if necessary.

Q – On page 28 of the RFP, in the definition of “Co-Terminus CS” - could you please define what is meant by “month-to-month.”

A – That is specifically referring to the contract between the Provider and the Member, not the contract between Mohave and the Provider. However, we can look into better explaining how the “month-to-month” pricing would need to be included in your response. We'll review and respond in an addendum.

Q – Page 5 (Cancellation for Convenience) seems to conflict with other sections. What does this cancellation for convenience section apply to?

A – That is specifically referring to the contract between the Provider and the Member, not the contract between Mohave and the Provider.

Q – Page 7 (Construction) indicates that construction isn't allowed under this RFP. We do perform construction. What does this mean for our response?

A – All necessary construction up to the demarc will be allowed for proper delivery of services on any CSO. However, no construction will be allowed beyond the demarc under this contract. This will be addressed in an Addendum.

Q – It isn't clear who is supposed to be paying the administration fee - the Member or the provider?

A – Since we held the pre-proposal conference, we have received additional information from the SLD. That information is below:

On Thursday, October 20, 2011, in response to Case #22-279167, the SLD determined that the recovery of administrative fees passed on by the service provider to schools (and libraries) is **not eligible** for E-Rate reimbursement.

As a result of this decision, service providers cannot increase the price of goods and services to recover administrative fees, and the administrative fee payment to Mohave must come directly from the Member.

The Member will generate two purchase orders, one to the service provider for the estimated annual charges, and one to Mohave totaling 1% of the estimated annual charges as the administrative fee payment. The purchase order to the service provider is required pursuant to the Uniform System of Financial Records (USFR) and by Mohave, whether or not the service provider requires it internally.

Service providers will be required to generate itemized monthly reports (usage reports) indicating the Members' service charges. Mohave will use these reports to generate invoices to the Members to recover its 1% administrative fees.

Q – Confusion over where purchase orders go, and where invoices go.

A – A discussion ensued that covered Mohave's order process along with discussion on how the administration fee is calculated, how the invoicing will work, and other details. See question above regarding the payment of administration fee, for further clarifications.

Q –Are end-user wi-fi services allowed under the contract?

A – "Internet Access" (as defined by the FCC eligible services) is the "Basic conduit access to the Internet is eligible regardless of technology platform. Access technologies include but are not limited to...wireless." Thus, to the extent that wi-fi based connectivity is used as the "Internet access...including (1) transmission of information as common carriage; (2) The transmission of information as part of a gateway to an information service" it is allowed under Mohave's contract. Priority 2 Internal connection hardware is not eligible. This will be addressed through an addendum.

Q –Is there a deadline for asking additional questions?

A – Typically 10 days prior to the due date.

Q –Specification 2.18.15 indicates that “Mohave reserves the right to require the provider to revise its tariff to correct such conflicts.” This is a requirement that will be difficult for us to abide by. Can this be revised/removed?

A – We will provide further clarification on this through an addendum.

Additional questions were submitted via email, just after the pre-proposal conference. Those questions are below:

Q - On Page 22, Subcontractor payment. If the vendor and the subcontractor are comfortable with a different payment plan, is that acceptable? In construction, there are times that the parties agree to different payment timing.

A - The subcontractor payment timelines are from the statutes that apply to Mohave’s contracts. These payment timelines are required under our contracts.

Q - On page 36, 2.5.03 - Failure to perform could involve many things. We understand the intent is to protect the Member, but there are times that there are circumstances beyond the carrier's control. For instance, if a carrier needs a building permit in order to extend the network to the school, and the city or town is slow in processing, this is not an issue that is within the carrier's control. However, this clause would assume that if the Member was frustrated with the timing involved, they could cancel without recourse. And the carrier at this point could have real costs already sunk into the project with no ability to receive compensation for that work. Is there a way to reword this so that the Member doesn't put the carrier in a position of losing large investments just over a broad statement of 'failure to perform'? Is there more of a description of what 'failure to perform' means?

A - This specification wouldn't allow a Member to just cancel a CSO, without clear indications that a provider hasn't performed under the contract. In the scenario you've outlined, as long as you are working with the Member and keeping them aware of any delays (especially those outside your control), you're still performing adequately under the contract.

Q - On page 38, who is the entity "Arizona Telecommunications System (ATS)?

A - We will provide further clarification on this through an addendum.

Q - On Page 39, in the class schedule the term 'optimized' is used. How does that differ from Standard/Non-Standard CS?

A - Optimized means that the provider is working with the Member - suggesting the most cost-effective services for the Member, considering all costs that the Member must bear. For example, if a Member has a need for a number of telephone trunklines and that need can be fulfilled by either 1) a number of individual trunklines (e.g. 1FBs), or 2) more cost effectively by a single T1 trunk; the optimized solution likely is the T1 service. Unless secondary factors swamp the cost savings of providing and implementing the T1 service.

Q - If the vendor has an upfront capital investment in bringing network to the Member, the timeframe for return on that investment is customarily five years. This provision (the one year contract term, with four one year renewals) would reduce that substantially to only a proration during one year. If they terminated after 11 months, for example, we would only receive 1/12 of the investment. This provision would likely present the biggest issue in serving remote or rural locations. While we would prefer a five year timeframe for recovery of our capital investment, we would be open to a limitation up to three years.

A - We believe that this concern will be addressed by awarding contracts with a longer initial term, instead of the previously stated 1-year initial term. This will be addressed through an addendum.



REQUEST FOR PROPOSAL 11M-1115
TELECOMMUNICATIONS AND INTERNET SERVICES

Tuesday, October 18, 2011 -- 2:00pm - 3:30pm
Residence Inn by Marriott-Phoenix, Kokopelli Room
8242 N. Black Canyon Highway, Phoenix, AZ 85051

Name/Company Name

Email Address

TW TELECOM / MELAN EATON	MELAN.EATON@TWTELECOM.COM
CenturyLink / Peggy Rinegar	peggy.rinegar@centurylink.com
Derek Ferguson / DELL	Derek.Ferguson@Dell.com
Janelle Ruiz / Integra	#janelle.ruiz@integra ^{teleco} _n .ca
Robert Backie / Integra	Robert.Backie " " = ca
Nolan Straube / Michael	Nolan@straube.com
JuPucci Meru NETWORKS	spucci@merunetworks.com
Michael Johnston / MERU Networks	mjohnston@merunetworks.com
Mark Goldstein / Data Site Consortium	markg@researchedge.com
Ann Newman / Cox Business	ann.newman@cox.com
Gene Carl / Cox Business	gene.carl@cox.com
Bonnie Crandell / Premise One	bcrandell@premiseone.net
JEFF BARNES / AIRBAND	J.BARNES@AIRBAND.COM
Nick Jennings / AIRBAND	NJENNINGS@AIRBAND.COM
Brad Suggs / AT&T	bs764n@att.com
Jette Tucker	jtucker@SandlerPartners.com
Pattie Duggott	pattie@skyworxtrp.com

RFP 11M-1115 Pre-Proposal Conference
Telephone Attendees

Mike	Keeling	mike@keelinglaw.org
Paul	Fleming	paul@wecominc.com
Larry	Arellano	LArellano@twncorp.com
Manjuel	Robinson	manjuel.robinson@att.com
Roberto	Torrez	roberto.torrez@att.com
Desiree	Harris	Desiree.Harris@us.logicalis.com
Derek	Ferguson	Derek_Ferguson@Dell.com
John	Waterson	
Mike	Johnson	