

Addendum No. 1  
Questions & Answers and Amendment No. 1  
Internet Access RFP # 2018-008-MR  
January 22, 2018

1. For clarification purposes, will the RFP's terms and conditions take precedence over Vendor's exceptions without further negotiation upon award? In other words, will the District recognize Vendor's exceptions and negotiate mutually agreeable terms and conditions upon award rather than bind Vendor to the RFPs terms and conditions without further discussion?

**ANSWER: "Yes" negotiations are offered in the RFP. Please refer to page 10, paragraph "Contract Terms and Conditions". However, LLS is not obligated to accept proposed changes to the contract terms and conditions.**

2. Although not eligible for E-Rate reimbursement, would the district allow pricing and information about value added services such as DDOS Mitigation, Managed Security, Network Management, Cloud Services to be included in the response?

**ANSWER: Pricing an information regarding value added services are welcome; however, all value added services must be quoted separately from Internet Service, and will not be included in the overall award.**

3. Will vendors be disqualified if they take exception to the Indemnification requirement?

**ANSWER: "No" however, please note that mutual indemnification is not permitted under the New Mexico Constitution.**

4. Is Los Lunas Schools willing to negotiate the cancellation for convenience terms?

**ANSWER: "Yes" this may be negotiated.**

5. Can Los Lunas confirm the address is 119 Luna Street (not 119 Luna avenue)?

**ANSWER: Confirmed.**

6. Will the district consider a burstable circuit?

**ANSWER: A burstable circuit may be considered; however, any such circuit shall be quoted at the requested minimum bandwidth rate as specified in the RFP. Only**

**one option per proposal can and will be considered per RFP response. Multiple options will not be considered.**

7. Will the district consider internet service that terminates in the ISP Data Center, with an additional transport circuit connecting into district premises?

**ANSWER: The district will only consider internet service that terminates as specified in the RFP – at 119 Luna Street, Los Lunas NM, 87031.**

8. Will the district require network equipment quoted within the RFP response in order to support the proposed internet circuit?

**ANSWER: No, the district will purchase any required equipment independently.**

**Page 10 Paragraph 2 of “CONTRACT TERMS AND CONDITIONS” IS AMENDED TO READ:**

“The District may consider and negotiate Offeror’s service agreement in addition to the LLS Districts Service Contract; however, such agreement must reference the RFP and shall not be offered as a complete replacement of the Districts service agreement, it must be included within the vendor’s RFP response. Should a conflict arise between the vendor service agreement and the District RFP Service Contract, ~~the terms of the RFP Service Contract will take precedence.~~ The order of precedence will be as follows: Incorporation and Order of Precedence. Request for Proposals No. 2018-008-MR and the Contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the responses to questions and answers from the Request for Proposal; then
4. the Request for Proposals; then
5. the Contractors Best and Final Offer, then
6. the contractor’s proposal; then
7. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).”

**Page 22 Paragraph 24 has been AMENDED TO READ:**

**“24. Incorporation and Order of Precedence.** Request for Proposals No. 2018-008-MR and the Contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the responses to questions and answers from the Request for Proposal; then
4. the Request for Proposals; then
5. the Contractors Best and Final Offer, then
6. the contractor's proposal; then
7. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal)."
- 8.

**Page 22, Paragraph 24 “USF Discounted Invoicing and Reimbursement Processes” and paragraph 25 “Delayed USF Funding Commitment” have been AMENDED and now known as Paragraphs 25 and 26 with no changes in content.**

**End of Addendum No. 1**