

**STATE PURCHASING DIVISION  
OF THE  
GENERAL SERVICES DEPARTMENT  
AND  
PUBLIC EDUCATION DEPARTMENT  
AND  
DEPARTMENT OF INFORMATION TECHNOLOGY**

**REQUEST FOR PROPOSALS (RFP)**

**Governor's Broadband for Education Initiative  
E-Rate Category 2**



**RFP#  
80-000-17-00006**

Release Date: September 7, 2017

Due Date: October 24, 2017

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS AND B. BACKGROUND INFORMATION

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a Statewide Price Agreement(s) through competitive negotiations for the procurement of **E-Rate Category 2** goods and services. This RFP supports the **Governor’s Broadband for Education (BB4E) Initiative** statewide procurement optimization model selection (<http://www.broadband4education.nm.gov>) to help address broadband upgrade affordability issues for NM Public Schools/Charters & Libraries.

The New Mexico General Services Department, the State Purchasing Division in coordination with the State of New Mexico Public Education Department seeks qualified and experienced Vendors to provide high density, E-rate eligible broadband related equipment and/or services to as many E-rate eligible educational entities and libraries in New Mexico as possible, leveraging federal E-rate funds, at an anticipated mean E-rate discount rate of 80%. This procurement execution is subject to E-rate funding availability and approval which is administered by the Universal Service Administration Company (USAC) on behalf of the Federal Communications Commission (FCC). **“Educational Institutions”** is a term used throughout this document to refer to all NM E-rate eligible entities as defined by USAC (Webpage explaining E-rate eligibility: <http://www.usac.org/sl/applicants/beforeyoubegin/default.aspx>). It is the intent of the Agency to assist Educational Institutions with this procurement process to help ensure viable broadband upgrade options.

It is the intent and purpose of this RFP competitive procurement process, in accordance with both E-rate and the NM Procurement Regulations and Laws, to establish **Statewide Price Agreements** with internal broadband related services and equipment Vendors for use by E-rate eligible Educational Institutions. Educational Institutions will also have the ability and right to conduct their own mini-bids using the pricing obtained from this solicitation for bids in their selection of products and/or services.

### **Free Online Mini-Quote System Hosted by PED**

Awarded Vendors are expected to sign-up for and participate in the Mini-Quote System competitive mini-bid process option, which supports E-rate compliance and auditing. This system is available for use by all awarded Vendors and Educational Institutions.

- For more details or to request a system account, please visit the Governor’s BB4E Website: <http://www.broadband4education.nm.gov/free-broadband-tools.aspx>

Please refer to the most current E-rate Eligible Services List that provides guidance on the eligibility of products and services under the FCC’s Schools and Libraries Program. Related URL: <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>

**Important Notice:** *This is a consolidated RFP which contains the following three (3) Requirement Sets to organize the provided seven (7) CAT2 E-rate groups for cost reporting purposes.*

**1) Equipment & Associated Professional Services**

Group One (1), Wireless Network Equipment

Group Two (2), Wired Network Equipment

Group Three (3), Content Distribution

Group Five (5), Professional Services

Group Seven (7), Basic Maintenance of Eligible Broadband Internal Connections

**2) Cable Installation & Verification Services**

Group Four (4), Cable Installation and Verification Services

**3) Managed Internal Broadband Services**

Group Six (6), Managed Internal Broadband Services

*Prospective Contractors have the option of submitting a proposal for either one, some, or all of the services. The submission of a proposal for particular services shall prominently indicate, within the proposal, the specific name of the service(s) to which the proposal applies. If the name of a specific service(s) is not prominently indicated, within the proposal, the proposal submission will be accepted as being applicable to all services.*

Submitted and accepted proposals will be utilized to establish a pricing schedule, with approved Vendors that will be available for use by E-rate eligible Educational Institutions.

Vendors are encouraged to submit statewide or multiple county proposals in any or all of the three Requirement Sets associated with seven technical groups. It is also possible that one Vendor may provide a mixture of hardware and services spanning across the RFP.

**Preference will be given to qualified New Mexico based Vendors** for economic growth purposes within the State of New Mexico.

**This RFP is 100% Vendor and model neutral.**

The purpose of this RFP and any resulting Statewide Price Agreement(s) is to solicit proposals for E-rate eligible (Category 2) services for NM educational entities and libraries within the seven (7) groups outlined below.

**1) Requirement Set 1: Equipment & Associated Services**

**Purpose of Group One (1): Wireless Network Equipment**

To provide options for Industry-Standard-compliant Wi-Fi equipment. This group of products includes all components necessary to provide wireless networking capabilities which then connect to a wired Ethernet infrastructure. Components include wireless access points, wireless controllers, and network control and management.

**Purpose of Group Two (2): Wired Network Equipment**

To provide options for Industry-Standard-compliant wired Ethernet equipment that will allow internal resources that connect Internet Service Provider (ISP) services to a Wide Area Network (WAN) connection so that customers may access content through end user devices. This group includes gigabit capable Ethernet switches and accessories such as Gigabit Interface Converter (GBIC) for use on the Education Institution’s building campus (i.e LAN) to a WAN connection for access to remote services, including Internet. Industry-Standard-compliant racks and Uninterruptible Power Supplies (UPS)/Battery Backups are also included as options.

**Purpose of Group Three (3): Content Distribution**

To provide firewall equipment and service options to customers. A Firewall is a security system that protects a network from various potential threats coming from the Internet. A firewall can be hardware and/or software, but this RFP focuses on basic firewall protection before reaching an internal network. Please note many firewalls are only partially eligible for support and respondents must clearly identify the E-rate eligible portion.

**Purpose of Group Five (5): Professional Services**

Includes Evaluation, Planning, Design, Installation, and Configuration. This procurement is intended to provide options for the design, installation and configuration of network equipment purchased through this and other contracts for customers. These professional services include all aspects of designing and configuring networks, but do not include the day-to-day management of the devices.

**Purpose of Group Seven (7): Basic Maintenance of Eligible Broadband Internal Connections**

To provide basic network maintenance with affordable and timely response to technical assistance and equipment maintenance and/or replacement of networking hardware.

**2) Requirement Set 2: Cable Installation & Verification Services**

**Purpose of Group Four (4): Cable Installation and Verification Services**

To provide options to have Ethernet cable installed in an Educational Institution’s buildings. The State of New Mexico already has statewide contracts for this service, but those contracts were not procured under the cover of an FCC Form 470.

**3) Requirement Set 3: Managed Internal Broadband Services**

**Purpose of Group Six (6): Managed Internal Broadband Services**

To provide options to outsource the day to day management of networks to world-class network providers. The transition to digital learning will mean that network outages have a direct negative correlation on performance. The goal of the managed services aspect procurement is to reduce the risk of network outages by providing access to state of the art network management

capabilities at every Educational Institution in the state and to allow continuous monitoring on installed equipment.

This solicitation will establish a Statewide Price Agreement(s). After the RFP is awarded, Educational Institutions/End Users may, at their discretion, contract directly with the Vendor(s) for the goods, services, or combination of goods and services offered by the Vendor(s) and required by the End User by separate agreement and at no greater than the maximum prices established pursuant to this RFP. End Users may also conduct a mini-bid in accordance with E-rate rules, using the mini-bid process as defined in the Universal Service Administrative Company (USAC) glossary (<http://www.usac.org/res/documents/sl/pdf/handouts/SL-Glossary-of-Terms.pdf>). PED shall not be a party to these separate agreements and will not be the owner of any goods or recipient of any services procured by End Users through this RFP. End Users will maintain ownership and control of all products and managed services and provide their own payment for the share of the purchase not covered by the E-rate reimbursement (commonly known as the non-discount share).

In addition, the State of New Mexico reserves the right to make partial, progressive, or multiple awards where it is advantageous to award separately by item; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question, as compatibility with existing installed infrastructure may be a key criterion for some components such as wireless access points and wireless controllers.

**E-Rate Program Knowledge:** Vendor shall provide documentation indicating their knowledge of, and ability to, take necessary steps to ensure that current processes are being followed so that the work within the E-rate environment successfully maximizes funding opportunities for the customer and ensures the earliest possible project completion. Vendors providing proposals must have an E-Rate Service Provider Identification Number (SPIN) from the SLD, and must include their SPIN on their proposal. There is no cost to register for a SPIN, and application can be made at <http://www.usac.org/sl/service-providers/step01/default.aspx>.

**E-Rate Eligible Cost, Material and Labor:** All Vendor pricing must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible, the vendor must clearly identify the E-rate eligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.

**E-Rate Ineligible Cost, Material and Labor:** All Vendor proposals must clearly identify the E-rate ineligible costs associated with a given product or service. If a product or service is partially ineligible, the vendor must clearly identify the E-rate ineligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.

There are *about* 100 public libraries within New Mexico. The State's K-12 public schools/districts represent *approximately* 350,000 students, 840 schools, 89 school districts, and 7,500 buildings. Vendors are encouraged to review the Uniform State Target for Digital Learning via Educational Institution Networks provided below.



**Uniform State Target for Digital Learning via Educational Institution Networks: This section does not constitute part of the requirements and does not require a response from Vendors. This section provides the target for which will be allocated to any given school.**

- 1 1 AP per 16 students, with at least 1 AP per classroom
- 2 1 AP per 50 people allowed by fire code in cafeteria or auditorium
- 3 -67dBm RSSI in the 5GHz band in all classrooms
- 4 -73dBm RSSI in the 5GHz band at all common areas
- 5 Wireless capacity to support 2 devices per student simultaneously in use
- 6 All new APs must support both 2.4GHz and 5GHz bands
- 7 Support for IEEE 802.1X authentication and future integration with IAM
- 8 1Mbps per student from client device to school building edge WAN connection
- 9 Gigabit Ethernet over CAT6A to every AP in a school building
- 10 99.95% uptime during school hours, 99.75% uptime after school hours and weekends
- 11 Per user authentication with unique key/certificate per device or user
- 12 Guest network access is filtered and rate limited to ensure it does not interfere with traffic directly related to student learning

In the E-rate Program, Schools are allowed a \$150 per student per school budget with which they may apply for Category 2 discounts over a five-year period. This per student amount is increased for inflation annually. The amount per student for 2017 is \$153.47, with a \$9,412.80 floor, after the inflation factor is applied. Libraries calculate Category 2 budgets on a square foot basis. For 2017 the library Category 2 budget was calculated at \$5.12/sq., with a floor of \$9,412.80. The actual cost per student is shown using USAC Cat2 budget tools since it has been prorated by USAC to account for inflation.

Support for 2.4GHz is only required to provide interim support for legacy client devices. Over time it is expected that all student devices will use 5GHz only.

Managed Internal Broadband Service is a Category 2 service and subject to the Category 2 budget. According to the E-rate Modernization Order, an Educational Institution may seek up to one-fifth of their five year budget annually for managed Wi-Fi services.

### **C. SCOPE OF PROCUREMENT**

The scope of the procurement is intended to provide affordable purchasing of E-rate Category 2 eligible options to the Educational Institutions at a cost savings for the State of New Mexico.

This procurement is intended to result in multiple source awards across the State of New Mexico. There are no volume or purchase commitments by the Educational Institutions or the State of New Mexico for the products and services awarded from this procurement. However, the products and

services included in the awarded agreements **must** be available to the Educational Institutions should they elect to make any purchases.

The Statewide Price Agreement(s) awarded shall be for four **calendar years** in duration with no option for renewal. The State reserves the option to contract with any one of the awarded Offeror(s) for all or part, or none of the services that are included in the awarded agreements.

The pricing of the awarded agreements shall not increase for the term of the awarded agreements to include any renewal options. Any changes to the Agency agreement(s) to include pricing reductions shall be submitted to the Agency -for review and approval may be negotiated at any point throughout the duration of the agreement with the procuring entity. The proposed pricing submitted for all services by the submitting Offeror for purposes of this request for proposal **must** not include New Mexico Gross Receipts Tax (NMGRT) or other additional taxes and/or surcharges mandated by law. However, the purchase of the products and support services are subject to the NMGRT and are applicable to the current rate for the period which the services are performed. If there are any E-rate Category 2 eligible products or services with pricing published by the awarded Offeror that is offered to any other private or public entity, that is less than the pricing being contracted for not to exceed the maximum pricing in the awards resulting from this RFP, the lower published pricing will be made available to the Educational Institutions.

The Statewide Price Agreement(s) resulting from this procurement for E-rate Category 2 eligible products and/or services will provide the procuring method made available to the Educational Institutions. The terms and conditions of the awarded agreement shall be the baseline for any contracted Category 2 purchases.

The Educational Institutions within the State of New Mexico reserve the right to add and/or change new or existing eligible locations to the list of locations included in the awarded statewide price agreements. If additional locations are added, the Educational Institutions will require related pricing for the new location(s). If an awarded vendor's service area changes, the vendor may submit its changes to the procuring Educational Institution with its related pricing for any new eligible locations in its service area. The pricing for new locations must be consistent with existing pricing and offer a cost-effective solution. As of the posting date of this RFP, the E-Rate eligible Category 2 products and services that are included in the awards are listed here: <http://usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx> ). These are items that may be updated on the awarded Agreements per the State of NM's amendment process. For any changes requested to the Statewide Price Agreements, they must be reviewed by the Educational Institutions that will work in coordination with PED's E-Rate Coordinator for signature approval

of the changes to the Agreement through the Agency’s statewide price agreement amendment process.

As stated in the Introduction, the purpose of this RFP is to solicit proposals for the three Requirement Sets encompassing seven technical groups of E-rate eligible goods and services. End Users may elect to contract directly with the Vendor(s) for any of the goods, services, or any combination of goods and services described within this RFP and awarded by the State pursuant to this RFP. The Vendor(s) shall provide the goods or services in the Requirement Sets offered by the Vendor and awarded by the State directly to the electing End Users at the fixed prices established pursuant to this RFP. The goods or services provided to End Users by the Vendor(s) shall, at a minimum, comply with the applicable requirements and specifications set forth in this RFP and the resulting Statewide Price Agreement(s). The Vendor(s) and electing End Users will contract between themselves for the goods or services and shall incorporate the terms and conditions established pursuant to this RFP and the resulting Statewide Price Agreement(s).

**Technical Specifications:**

The requirements/specifications for each Requirement Set are set forth below. Vendor(s) shall respond to and comply with all “mandatory” requirements in each group of goods, services, or combination of goods and services offered by the Vendor(s) in response to this RFP. For each group, the “desired” requirements may or may not apply depending on the goods, services, or combination of goods and services contained in the Vendor’s offer. Vendors are therefore required to review the desired requirements and respond as applicable to the goods, services, or combination of goods and services contained in Vendor’s offer. If a Vendor determines a desired requirement does not apply to the Vendor’s offer, the Vendor may respond with “Not Applicable” or “Does Not Apply.”

All Vendors will provide an explanation of how their proposed solution fits within the existing environment.

Vendor may respond to one or more of the three Requirement Sets (1-3) and each Requirement Set will be evaluated and awarded independently. Responding Vendors must have a Service Provider Identification Number (SPIN) issued by the USAC, must not be in red light status with USAC, and must comply with all E-rate rules.

**Vendor Evaluation Questions for All Requirement Set (1-3) Responses**

- (1) Vendor must have a Service Provider Identification Number (SPIN) and will comply with all applicable E-rate rules. Vendor shall provide their SPIN in the vendor narrative below.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

- (2) Please describe your company and provide company history, financial information, number of employees by discipline, company locations, location of office where this project will be

managed, length of time your firm has provided similar services, and other relevant information.

**Requirement Set 1: Equipment & Associated Services**

- (1) For equipment supplied by the Vendor from other manufacturers or equivalent, the Vendor shall provide the manufacturers statement of support. The statement must be current and dated and on the manufacturer’s letterhead and must stipulate the Vendor is an authorized reseller of the manufacturers product line.

Met\_\_\_\_\_ or Not Met\_\_\_\_\_

- (2) The Agency prefers Vendors who can support the full geographic area of the State. Please indicate if all services provided are supported statewide. If not, please provide the Counties that are supported using the following table. At a minimum, Vendors are required to support at least one county.

The following table is also available within “Appendix D” as a reference when reporting itemized pricing.

COUNTY ID	NAME	COUNTY CODE	VENDOR SUPPORTED AREA? (Yes/No)
48	BERNALILLO	BE	
54	CATRON	CA	
58	CHAVES	CH	
47	CIBOLA	CI	
38	COLFAX	CO	
52	CURRY	CU	
53	DE BACA	DB	
63	DONA ANA	DA	
64	EDDY	ED	
62	GRANT	GR	
49	GUADALUPE	GU	
41	HARDING	HA	
65	HIDALGO	HI	
59	LEA	LE	
57	LINCOLN	LI	
44	LOS ALAMOS	LA	
66	LUNA	LU	
42	MCKINLEY	MK	

67	MORA	MO	
61	OTERO	OT	
46	QUAY	QU	
36	RIO ARRIBA	RA	
55	ROOSEVELT	RO	
35	SAN JUAN	SJ	
68	SAN MIGUEL	SM	
40	SANDOVAL	SA	
45	SANDOVAL	SA	
43	SANTA FE	SF	
60	SIERRA	SI	
56	SOCORRO	SO	
39	TAOS	TA	
50	TORRANCE	TO	
37	UNION	UN	
51	VALENCIA	VA	

- (3) The State desires that each Vendor product include a 1 - 3 year warranty. For compliance with E-rate rules, a manufacturer's multi-year warranty for a period up to three years and provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.
  
- (4) The State desires the Vendor provide general descriptions and use cases of the networking hardware being proposed for use in school and library buildings.
  
- (5) The State desires the Vendor provide a description as to how the wireless equipment is managed, including RF spectrum, client authentication, roaming, and integration into a broader management framework.
  
- (6) The State desires the Vendor describe all methods available for command and control of the wireless network, be it through a physical appliance, virtual appliance or cloud offering.
  
- (7) The State desires the Vendor provide a description as to the compatibility with any existing wireless environment management platform. Specifically, but not limited to, Aerohive, Aruba, Avaya, Cisco, Extreme Networks, Hewlett Packard, Meraki, Meru, Ruckus, Xirrus, Ubiquity or equivalent.

- (8) The State desires the vendor describe the data plane flow (preference will be given to solutions that do not “backhaul” wireless client traffic to a controller or controllers).
- (9) The State desires the Vendor describe how connectivity is affected by temporary loss of connection to (i) management system and (ii) controller.
- (10) The State desires Vendor provide multiple options for wireless access point models which includes at least one standard indoor model, one high density indoor model and one long range outdoor model.
- (11) The State desires the Vendor identify which of the following features are supported in the proposed solution for each of the proposed access point models.
- (12) The State desires the Vendor describe any value added function their wireless solution provides and should state if this function is eligible for E-rate reimbursement.

**a) Group 1: Wireless Network Equipment**

(1) Mandatory:

- i. The proposed hardware must be IEEE 802.11 compliant.
- ii. The proposed hardware must provide IEEE 802.11ac support as well as backward compatibility with IEEE 802.11b/g/n in 2.4GHz band.
- iii. The proposed hardware must have at least one 1000 Base-T Ethernet Port
- iv. Each Vendor product shall include a minimum one year product warranty and the Vendor shall provide options for an extended warranty period up to three years
- v. Vendors shall provide the annual maintenance and support costs (quoted on an annual basis as required by E-rate rules)
- vi. Vendors shall provide copies of all warranties for the equipment offered by Vendor in response to this RFP.

(2) Desired:

Vendors must respond to the desired specifications but lack of full compliance with these desired specifications will not disqualify the Vendors from consideration.

- i. Vendor shall provide general descriptions and use cases of the networking hardware being proposed for use in Educational Institution buildings.
- ii. Vendor shall provide a description as to how the wireless equipment is ideally managed, including RF spectrum, client authentication, roaming, and integration into a broader management framework.
- iii. Vendor shall describe all methods available for command and control of the wireless network, be it through a physical appliance, virtual appliance or cloud offering.

- iv. Vendor shall provide a description as to the compatibility with any existing wireless environment management platform.
- v. Vendor shall describe the data plane flow.
- vi. Vendor shall describe in detail the items and services to be covered under maintenance.
- vii. Vendor shall describe how connectivity is affected by temporary loss of connection to the management system or controller.
- viii. Vendor shall provide multiple options for wireless access point models which will include at least one standard indoor model, one high density indoor model and one long range outdoor model.
- ix. Vendor shall list which of the following features are supported in the proposed solution for each of the proposed access point models:
  - (a) Powered by IEEE 802.11af POE or IEEE 802.11at POE+
  - (b) Support for dual radio, 2.4GHz and 5GHz bands, simultaneously
  - (c) Support for 5GHz, specifically listing which of the bands are supported: UNII-1, UNII-2, UNII-2e and UNII-3
  - (d) Support for Dynamic Frequency Selection
  - (e) Support for Multiple-In, Multiple-Out (MIMO) radio; multiple spatial stream design with a minimum capacity of 2x2:2
  - (f) Support for at least 2 spatial streams in the 5GHz band
  - (g) Support for multiple SSIDs and per-SSID access policy
  - (h) Support for per-client policy while using only one SSID
  - (i) Support for “captive portal” or other facility to ensure Acceptable Use Policy is affirmed by end users
  - (j) Support for rate limiting and traffic shaping of guest clients
  - (k) Support for client isolation; prevent attached wireless devices from communicating directly with each other
  - (l) Support for rogue AP detection
  - (m) Number of 1000 Base-T Ethernet Ports
  - (n) Support for multiple VLANs with assignable QoS
  - (o) Support for IEEE 802.1X Authentication and IEEE 802.11i WPA2/Enterprise cryptography
  - (p) Support for Layer 2 / 3 roaming/mobility without performance degradation or re-authentication required by clients (roaming within a single Educational Institution)
  - (q) Any Vendor-specific features a solution provides, such as integration with Apple Bonjour, Google Chromecast, or Vendor-specific printing
  - (r) Support to forward wireless client traffic without backhaul to centralized controller

- (s) Can centrally manage all Access Points from one management console/interface
- (t) Support for autonomous channel, power and RF configuration based on dynamic environment changes; explain how/if APs can adapt to changing RF conditions without human intervention.
- (u) Options for mounting hardware required for ceiling or wall

(3) Optional:

- i. Vendor should describe any value added function their wireless solution provides with respect to Mobile Device Management (MDM). For example, if a wireless access point's cost includes client device management software which provides valued added functions specifically in conjunction with the wireless products, this should be highlighted.
- ii. Vendor should describe any value added function their wireless solution provides with respect to Classroom Management. For example, if a wireless solution cost includes classroom management software which provides valued added functions specifically useful to a teacher in a K-12 classroom, it should be highlighted.
- iii. Vendor should, if responding with both Wireless and Ethernet Switch equipment, also provide a narrative describing the value of the combined solutions, including network management, policy control, mobile device management (client management), network access control and other features/benefits gained in a holistic approach.

**b) Group 2: Wired Network Equipment**

(1) Mandatory:

- i. Routers, minimum standards:
  - a) Layer 3
  - b) Protocols: IP Routing, OSPF, and BGP
  - c) Two (2) 1GB copper interfaces
  - d) One (1) SFP+ interface
  - e) SNMP management capabilities
  - f) Each Vendor product shall include a minimum one year product warranty and specify the options for an extended warranty up to three years
  - g) Vendor shall provide an annual maintenance and support option (quoted on an annual basis as required by E-Rate rules)
  - h) Vendors shall provide copies of all warranties for the equipment offered by Vendor in response to this RFP.
- ii. Switches, minimum standards:
  - a) Layer 2 and 3 (Upgrade process or IOS/license info if Layer 3 routing is needed)
  - b) Support for multiple VLANs



- c) Support for IEEE 802.3at POE+ on one or more
- d) Support for at least 15Watts of POE per port, on 90% 1GbE ports simultaneously
- e) Non-blocking switch backplane
- f) Must utilize stacking technology (minimum 10G backplane)
- g) Trunking (IEEE 802.3ad)
- h) Vendor-specific management capabilities
- i) Ethernet switches will have a minimum of 8 ports (POE preferred and 8 is standard for most Portals)
- j) Each Vendor product shall include a minimum one year product warranty and specify the options for an extended warranty up to three years
- k) Vendor shall provide an annual maintenance and support option (quoted on an annual basis as required by E-rate rules)
- l) Vendors shall provide copies of all warranties for the equipment offered by Vendor in response to this RFP.

(2) Desired Switching:

Vendors must respond to the desired specifications but lack of full compliance with these desired specifications will not disqualify the Vendors from consideration.

- i. Vendor shall provide general descriptions and use cases of the networking hardware being proposed for use in Educational Institution buildings.
- ii. Vendor shall provide a description as to how the equipment is ideally managed.
- iii. Vendor shall describe all methods available for command and control of the hardware, be it through a physical appliance, virtual appliance or cloud offering.
- iv. Vendor shall describe how the equipment may be managed using an existing management console at Educational Institution. Educational Institutions shall not be required to employ multiple wired-network management platforms within any given Educational Institution building.
- v. At a minimum, Vendor shall provide pricing options on all of the following configurations (if available):
  - a) 24 Port POE GbE with 2 SFP+ connections
  - b) 24 Port POE GbE with 4 SFP+ connections
  - c) 24 Port GbE with 2 SFP+ connections
  - d) 24 Port GbE with 4 SFP+ connections
  - e) 48 Port GbE with 2 SFP+ connections
  - f) 48 Port GbE with 4 SFP+ connections
  - g) 8 Port GbE with 1 SFP+ connection (appropriate for Portables)
  - h) 8 Port POE GbE with 1 SFP+ connection (appropriate for Portables)
  - i) 19 inch, two post, racks (floor mount or wall mount) with cable management for network hardware (grounded)

(3) Optional:

- a) Vendor should include pricing for optional Redundant Power Supply, extra GbE SFP Modules and extra 10GbE SFP Modules. Vendor should note ineligible costs in their proposal to NM educational entities.
- b) Vendor should, if responding with both Wireless and Ethernet Switch equipment, also provide a narrative describing the value of the combined solutions, including network management, policy control, mobile device management (client management), network access control and other features/benefits gained in a holistic approach.

**c) Group 3: Content Distribution**

(1) Mandatory:

i. Caching Server, minimum standards:

- a) Vendor shall describe their solution, its components and use cases in detail, explaining how qualified and authorized teachers are able to push content to the student devices, how this impacts network load, increases teacher effectiveness and allow the students to perform assignments in the temporary absence of an internet connection.
- b) Vendor shall describe and define any client software that must be installed as well as any servers or appliances required and their operating locations i.e. (cloud, school central office, individual school, etc.).
- c) Vendor shall identify the devices supported. At a minimum, 3 of the following list must be supported: Apple iOS, Apple OS X, Google Android Tablet, Google Chromebooks, or Microsoft Windows.
- d) Vendor shall provide at least two reference customers that are using the product in an educational setting.
- e) Vendor shall provide copies of all warranties for all products provided by Vendor as part of its solution offered in response to this RFP.
- f) All servers will have a power supply  
Note: A dual power supply is highly recommended, but may not be E-rate eligible.
- g) Minimum caching server configuration:  
TIER 1 - Basic Server (< 25 users)
  - Operating System: Windows 2012 R2 Foundation (max 15 users) or Essentials (max 25 users) or Most any Version of Linux

- Size/Shape: Floor Standing Tower or 1 U Rackmount Chassis
- CPUs/CPU Cores: 1 @ CPU with 2 @ Cores
- RAM: 8 GB
- Local Disk/Storage: SATA-3 Hard Disk Minimum 1 TB.
- Network/NIC: 1 @ GB NIC

iii. Firewalls, minimum standards:

a) Next Generation Firewall (NGFW) Capabilities

- Application awareness
- Packet Inspection
- Geo IP blocking
- Malware identification/blocking
- Virtual Private Network (VPN) capabilities

b) One (1) SFP+ Gigabyte throughput or higher (SFP+ provides 1GB or 10GB Capability)

c) IEEE 802.3ad Trunk aggregation standard

d) Starting configurations:

1) Tier 1 Firewall (1 – 100 or less end users)

- Max concurrent sessions (IPv4 or IPv6) = 20000
- Max connections per second = 5000
- Memory = 4GB
- Flash = 8 GB
- Management interface = RJ45 console, 2 Ethernet 10/100/1000 ports
- Monitoring Interfaces = 8GE
- Threat prevention throughput = 90 Mbps
- ULR filtering entries = 20000
- Traffic throughput – 1 Gbps SFP

2) Tier 2 Firewall (100 to 1000 end users)

- Max concurrent sessions (IPv4 or IPv6) = 100000
- Max connections per second = 10000
- Memory = 8 GB
- Flash = 8 GB
- Management interface = RJ45 console, 2 Ethernet 10/100/1000 ports
- Monitoring Interfaces = 16GE, 4GE SFP
- Threat prevention throughput = 250 Mbps
- ULR filtering entries = 50000
- Traffic throughput – 1/10Gbps SFP

- 3) Tier 3 Firewall (1000+ end users)
  - Max concurrent sessions (IPv4 or IPv6) = 500000
  - Max connections per second = 20000
  - Memory = 12 GB
  - Flash = 8 GB
  - Management interface = RJ45 console, 2 Ethernet 10/100/1000 ports
  - Monitoring Interfaces = 16GE, 4GE SFP
  - Threat prevention throughput = 1250 Mbps
  - ULR filtering entries = 100000
  - Traffic throughput - 10Gbps SFP
  
- iv. Each Vendor product shall include a minimum one year and not to exceed three years product warranty
- v. Vendors shall provide copies of all warranties for the equipment offered by Vendor in response to this RFP

**d) Group 5: Professional Services for Installation including Evaluation, Design, Planning, and Configuration**

A) The State desires the Vendor provide a list of their resources available to analyze an existing network and the school or library building itself in order to plan, design and configure a high-density, reliable wireless and wired network.

- 1. Personnel profiles for the professional services personnel that will be assigned to this work
- 2. A list of equipment Vendors certified to design/install and/or have extensive experience working with
- 3. Vendor's detailed methods/practices for designing/installing/validating high-capacity wireless networks

B) In addition to basic network configuration functions and tasks, the State desires the Vendor list additional services provided.

(1) Mandatory:

- i. Vendor shall list their resource availability to analyze an existing network and the Educational Institution building itself in order to plan, design and configure a high-density, reliable wireless and wired network.
- ii. Vendor shall list counties in NM where the Vendor is able to provide a 2 (preferable and standard) or up to 4 hour on-site response time to facilitate quick response to significant network outages that require onsite support.
- iii. Vendor shall provide the following:

- (a) Personnel profiles for the professional services personnel that will be assigned to this work
  - (b) A list of equipment Vendors they are certified to design/install and/or have extensive experience working with
  - (c) Their detailed methods/practices for designing/installing/validating high-capacity wireless networks
  - (d) Their plans for staging equipment such that Educational Institutions take responsibility for equipment only once properly installed.
- iv. In addition to basic network configuration functions and tasks, the Vendor shall affirm that they can provide the following services:
- (a) Physically mount and install network hardware, including Access Points and Network Switches.
  - (b) Ensure latest firmware is installed in each wireless access point and switch
  - (c) Configure network management console to meet best practices as defined by the customer
  - (d) Maximize the use of available spectrum to minimize co-channel interference
  - (e) Test access from each AP and provide throughput report for each AP
  - (f) Configure and test the authorization of clients, which relies on MS Active Directory in most Educational Institutions
  - (g) Other configuration changes as recommended by the customer following feedback from site visits and network performance analysis.
  - (h) Configuring the network management console to integrate the new/upgraded Educational Institutions deployment into the management system. The following come to mind:
    1. Understand and agree to the network coverage and performance requirements
    2. Evaluate the current network infrastructure and develop a design plan to meet the network coverage and performance requirements
    3. Develop site-specific configuration recommendations including those for security and authentication
    4. Implement the design plan (installation) including configuration recommendations
    5. Test/validate that the deployment meets the network coverage and performance requirements through formal system acceptance testing to include connection of standard Educational Institution equipment
    6. Configure the network management console to integrate the new/upgraded Educational Institution deployment into the management system.

**e) Group 7: Basic Maintenance of Eligible Broadband Internal Connections**

A) The State desires the Vendor describe their basic maintenance services eligible for E-rate reimbursement and their ability to provide the following basic maintenance services.

- ◆ Repair and upkeep of eligible hardware
- ◆ Wire and cable maintenance
- ◆ Configuration changes
- ◆ Basic technical support including online and telephone based technical support
- ◆ Software upgrades and patches including bug fixes and security patches

Preference will be given to managed service providers with experience in the education vertical, as well as those Vendors that can provide K-12 reference customers.

(1) Mandatory

- i. Vendor shall provide a description of the managed service, including the specific equipment supported; for example list the network equipment Vendors and product families that may be managed.
- ii. Vendor shall provide a description of their help desk, physical address, staff size, hours of operation, and other characteristics necessary to differentiate their service from other providers.
- iii. Vendor shall provide a copy of their SLA along with a schedule of prices based on the pricing model. Each Educational Institution network architecture is unique, but generally implements a hub-and-spoke design with all Educational Institutions connected to a central hub, which is then connected to the Internet.
- iv. The Educational Institutions shall own or lease some or all network equipment. It is entirely up to each Educational Institution to select the best and most cost effective technical solution for their establishment.
- v. Any additional wireless access points and Ethernet switches and any associated cable must be procured by the Educational Institution through this or other competitive bidding process, and titled in the name of the Educational Institution.
- vi. Vendor shall provide an annual maintenance and support option (quoted on an annual basis as required by E-rate rules)  
  
Vendor agrees any cabling installed becomes the property of the Educational Institution at the termination of the contract.
- vii. Under E-rate rules, only services provided can be billed. Contingency or stand-by billings are not allowed under E-rate rules.

- viii. Only internal connections as outlined in the E-rate 2016 Eligible Services List are eligible for coverage under the basic maintenance and technical support portion of the RFP, and exclusions from covered services in the 2016 Eligible Services List apply.
- ix. Offeror should list counties in New Mexico where they can provide up to a 4 hour response time to make necessary onsite calls

### **Basic Maintenance of Eligible Broadband Internal Connections**

E-rate support is available for basic maintenance and technical support appropriate to maintain reliable operation when provided for eligible broadband internal connections.

The following basic maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Configuration changes
- Basic technical support including online and telephone based technical support
- Software upgrades and patches including bug fixes and security patches

**E-rate eligibility limitations for basic maintenance** – Basic maintenance is eligible for support only if it is a component of a maintenance agreement or contract for eligible broadband internal connections. The agreement or contract must specifically identify the eligible internal connections covered, including product name, model number, and location. Support for basic maintenance will be paid for the actual work performed under the agreement or contract. Support for bug fixes, security patches, and technical support is not subject to this limitation. Basic maintenance does not include:

- Services that maintain ineligible equipment
- Upfront estimates that cover the full cost of every piece of eligible equipment
- Services that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment’s ability to transport information
- Network management services, including 24-hour network monitoring
- On-site technical support (i.e., contractor duty station at the applicant site) unless applicants present sufficient evidence of cost-effectiveness
- Unbundled warranties

### **Requirement Set 2: Cable Installation & Verification Services**

#### **f) Group 4: Cable Installation and Verification Services**

Uplinks between IDFs and MDFs should be fiber due to limitations with copper.

(1) Mandatory:

- i. All new cable purchased must be Category 6A copper or single mode fiber 9Micron or (50MicronMultiMode fiber).

- ii. Rated for 10GB or higher.
  - iii. Plenum rated cable must be used where necessary based on individual school construction and fire code.
  - iv. Vendors shall provide grounding systems designed as specified by the NEC and other applicable codes and standards (ANSI/TIA607-A, NECA/BICSI-568-2206)
  - v. All installers must be BICSI certified.
  - vi. All new CAT6A cable and fiber runs must be tested to BICSI Standard for ten gigabit per second Ethernet.
  - vii. Vendor shall provide three reference customers in the education vertical market; K-12 or higher education is acceptable.
  - viii. Vendor shall list the addresses of facilities and offices in the State of New Mexico which would be utilized to support Educational Institutions.
  - ix. Vendor shall meet or exceed, and provide a description of how it meets or exceeds, the existing statewide contract for structured cabling services
- Vendor shall provide copies of all warranties for all products provided by Vendor as part of its solution offered in response to this RFP.

**Requirement Set 3: Managed Internal Broadband Services**

**g) Group 6: Managed Internal Broadband Connections**

- A) For this Requirement Set, Vendors are asked to explain all available service pricing based models, e.g. Standard Service, Buy-To-Own, Lease-To-Own, etc. Full E-rate compliance is preferred for proposed service solutions.
- B) Please list the equipment that can be operated and managed per Offeror scenario.

**Preference will be given to managed service providers with experience in the education vertical, as well as those Vendors that can provide NM K-12 reference customers.**

(1) Mandatory:

- i. Vendors will include “Appendix D” data for items applicable to their proposed solutions.
- ii. Vendor shall provide a description of the managed service, including the specific equipment supported; for example list the network equipment Vendors and product families that may be managed.
- iii. Vendor shall provide a description of their Network Operations Center, physical address, staff size, hours of operation, and other characteristics necessary to differentiate their service from other providers.



- iv. Vendor shall provide a copy of their SLA along with a schedule of prices based on the pricing model.
- v. Vendor agrees any cabling installed becomes the property of the Educational Institution at the termination of the contract.
- vi. Under E-rate rules, only services provided can be billed. Contingency or stand-by billings are not allowed under E-rate rules.

**E-rate eligibility limitations for managed internal broadband services** - The equipment eligible for support as part of a managed internal broadband service may include only equipment listed as a broadband internal connections component above. Upfront charges that are part of a managed service contract are eligible for E-rate support except to the extent that the upfront charges are for any ineligible internal connections (e.g., servers other than those that are necessary to provide caching) which, if included in the contract, must be cost allocated out of any funding request.

#### **D. PROCUREMENT MANAGER**

1. The State Purchasing Division, the Public Education Department, and the Department of Information Technology have assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Anthony Ortiz, Procurement Manager  
 Address: 300 Don Gaspar  
 Santa Fe, NM 87501

Telephone: (505) 827-3894  
 Fax: (505) 827-6681  
 Email: [StateErateCoordinator@state.nm.us](mailto:StateErateCoordinator@state.nm.us)

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Anthony Ortiz c/o Debra Saiz  
 Reference RFP Name: Governor’s Broadband for Education Initiative  
 E-Rate Category 2, RFP# 80-000-17-00006  
 Address: State Purchasing Division  
 1100 St. Francis Dr. Room 2016  
 Santa Fe, New Mexico 87505

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. **Protests of the solicitation or**

**award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

## **E. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Agreement”** is the contract between the Agency and the Contractor that includes the RFP documents and all amendments to the contract and RFP documents.
2. **“Award of Contract”** shall mean a formal written notice by the Agency that a firm(s) has been selected to enter into a contract for equipment and/or consulting services.
3. **“Acceptance”** shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Agency.
4. **“Agency”** means each Educational Institution within the State of New Mexico also known as the Local Education Agency.
5. **“Agreement Administrator”** shall mean the State Purchasing Division of the General Service Department.
6. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
7. **“Award”** means the final execution of the contract document.
8. **“Buried Fiber with Conduit”** means placing conduit or HDPE in a trench directly buried into the ground. The fiber is pulled into the conduit and/or HDPE and encased seal out moisture and protect the fiber optic cable.
9. **“Business Hours”** means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
10. **“Chief Information Officer (“CIO”)** shall mean the Secretary/CIO of the Department of Information Technology for the State of New Mexico or designated representative.
11. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
12. **“Combined Reporting System (CRS)”** means the New Mexico tax identification number assigned to anyone that registers with the Taxation and Revenue Department of New

Mexico. This id is used to report and pay state and local gross receipt tax, New Mexico withholding tax and compensation tax under CRS.

13. “**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.
14. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.
15. “**Contract Manager**” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.
16. “**Contractor**” means the successful offeror who enters into a binding contract pursuant to an RFP.
17. “**Customer Premise Equipment**” means any associated equipment located at the Educational Institutions premises and connected to the ISP’s network at the demarcation point.
18. “**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that **must** be produced to complete a project or part of a project.
19. “**Desirable**”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
20. “**DFA**” means the Department of Finance and Administration for the State of New Mexico.
18. “**DFA/CRB**” means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.
19. “**Demobilization**” means all activities and costs for transportation of contractor’s personnel, equipment and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site as a result of any services contracted for as a result of the awarded agreement.
20. “**Determination**” means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
21. “**Direct Connection**” means internet service connection to the awarded Offeror’s network and provided by the awarded Offeror.

22. **“Distributed Denial of Service (DDoS) attack”** means a malicious attempt where multiple systems are used make a server or network resource unavailable to its intended users.
23. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.
24. **“Educational Institutions”** means all E-rate eligible entities within the State of New Mexico as defined by USAC  
(<http://www.usac.org/sl/applicants/beforeyoubegin/default.aspx>).
25. **“Employer”** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
26. **“Evaluation Committee”** means a body appointed by the Agency management to perform the evaluation of offerors proposals.
27. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
28. **“Executive Level Representative”** shall mean the individual empowered with the authority to represent and make decisions on behalf of the Agency’s executives.
29. **“Fiber Construction Services”** means special construction charges for Category 1 eligible services, per the E-Rate requirements for eligibility, necessary to bring broadband connections to and from eligible locations to ensure Internet access is available. Special construction charges can include project management, design, engineering, construction materials and construction labor for new infrastructure construction.
30. **“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.
31. **“Gateway”** means the provided IP address, router, computer and/or key stopping point for data on its way to or from other networks that controls all the data traffic the Internet Service Provider takes and sends out.
32. **“HDPE”** or “High Density Polyethylene pipe” means a pipe and conduit is the preferred material to house and protect fiber and power cables. HDPE conduit is flexible and available in long reel lengths to reduce joints and installation time. HDPE is an inert thermoplastic, it offers corrosion and chemical resistance.

33. **“IT”** means Information Technology.
34. **“Labor Rates”** means the proposed rates that must include travel, per diem, fringe benefits, and any overhead costs for contractor personnel as well as subcontractor personnel, if appropriate. If the Offeror proposes for construction services, the labor rates must also include mobilization and demobilization.
35. **“Lead Time”** means the lead time in calendar days for provisioning internet access services using Contractor’s portal starting from the date customer requests service formally in writing with signature approval through the date customer receives service(s) successfully
36. **“MACC”** means the maximum allowable construction cost.
37. **“Managed Services”** means that the Offeror is contracted by the Educational Institutions to manage the Educational Institutions network for Internet Access Services this includes but not limited to supporting any upgrades to the equipment owned by the Educational Institutions that is necessary and/or required and this also includes managed security.
38. **“Mandatory”** The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.
39. **“Metro Areas” or “Metropolitan Areas”** means one city with a population of 50,000 or greater.
40. **“Milestone”** means a significant event in a project, usually the completion of a major deliverable.
41. **“Minor Technical Irregularities”** means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.
42. **“Mobilization”** means all activities and associated costs associated to transportation of contractor’s personnel, equipment, and operating supplies to the site.
43. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
44. **“New Mexico Employee”** means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.
45. **“Non-Business Hours”** All hours outside the definition of “Business Hours”

46. **“Offer”** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*
47. **“Offeror” or “Responder”** is any person, corporation, or partnership who chooses to submit a proposal.
48. **“Peer” and “Peering”** means an agreement by two or more networks to peer by a physical interconnection of the networks, an exchange of routing information through the Border Gateway Protocol (BGP) routing protocol that supports the autonomous system numbers of the Offerors and the State of New Mexico.
49. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
50. **“Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
51. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
52. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
53. **“Proposal”** is the Offerors response to this RFP.
54. **“Provider”** is used to refer to a successful Offeror who delivers service.
55. **“QC” or “Quality Control”** means a set of procedures intended to ensure that the services adheres to a defined set of quality criteria and/or meets the requirements of the customer prior to customer acceptance.
56. **“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.
57. **“Request for Proposals” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

58. **“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
59. **“Responsive Offer or Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.
60. **“Responsible Offeror”** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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 proposal.
61. **“Rural”** means located outside of a metropolitan area and is less than 2,500 in population.
62. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
63. **“Selection Committee”** means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.
64. **“Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.
65. **“Solicitations”** means ITBs and RFPs.
66. **“Splicing”** means creating a permanent joint between two fibers
67. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
68. **“State (the State)”** means the State of New Mexico.
69. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

“State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

70. **“State entity”** means any state entity that is eligible under the procurement code to use the Statewide Price Agreement.
71. **“State Purchasing Agent”** or **“SPA”** means the purchasing agent for the State of New Mexico or a designated representative.
72. **“State Purchasing Division”** or **“SPD”** shall mean the State Purchasing Division of the General Services Department for the State of New Mexico
73. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.).
74. **"Statewide"** refers to the entities within the state that can use this procurement. This would be Educational Institutions within the State of New Mexico.
75. **Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
76. **"Upstream"** refers to direction in which data can be transferred from client toward the global Internet and away from the state government. See "Downstream"
77. **“Universal Service Administrative Company”** or **“USAC”** means an independent, not-for-profit corporation designated by the Federal Communications Commission (FCC) as the administrator of universal service. USAC works to protect the integrity of universal service through informing and educating program audiences, collecting and distributing contributions, and promoting program compliance.
78. **“Underground Construction”** means fibers are pulled in existing conduits and/or pathways that run from vault to vault to customer premises. HDPE/Inner duct inside the conduit separates the cables/fiber and provides easier pulling of cables.
79. **“Urban Area”** means a population of 20,000 or more, and is near to a metropolitan area.
80. **"User Contact"** is the person designated by the Entity to speak on behalf of the district/school or library staff concerning the scope of work and programming requirements for the project(s).
81. **Wireless Broadband Internet Access Services”** or **“Wireless Services”** means the link between the educational institution location and the service provider facility. Any exclusions for this services are defined in the most current eligibility services listing for



this type of service as explained in <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx> .

82. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

The terms "**must,**" "**shall,**" "**will,**" "**is required,**" or "**are required**" identify *a necessary* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.

The terms "**can,**" "**may,**" "**should,**" "**preferably,**" or "**prefers**" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors proposal. *Rejection of the proposal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.*

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	Action	Responsibility	Tentative
1.	Issue of RFP	DoIT, PED State Purchasing	9/7/17
2.	Pre-Proposal Conference	DoIT, PED Potential Offerors	9/18/17
3.	Return of Acknowledgement Form for the Distribution List	Potential Offerors	9/21/17
4.	Deadline To Submit Additional Questions	Potential Offerors	9/25/17
5.	Response to Written Questions/RFP Amendments	DoIT, PED	10/9/17
6.	Submission of Proposal	Offerors	10/24/17
7.	Proposal Evaluation	Evaluation Committee	10/30/17
8.	Selection of Finalists	Evaluation Committee, SPD	11/2/17
9.	Best and Final Offers from Finalists	Offerors	11/20/17
10.	Finalize Price Agreement Award	DoIT, PED Offeror	12/14/17
11.	Price Agreement Award	State Purchasing Agent	12/14/17
12.	Protest Deadline	Offerors	12/29/17

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A. above.

#### 1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Purchasing Division in cooperation with the Public Education Department and the Department of Information Technology on the date listed in the Sequence of Events.

## **2. Acknowledgement of Receipt**

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on date listed in the Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

## **3. Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in the sequence of events beginning at 1:00 PM Mountain Daylight Time at the **NM Public Education Department, 300 Don Gaspar, Mabry Hall, Santa Fe, New Mexico 87501**. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

## **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM Mountain Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## **5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

## **6. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME ON THE DATE LISTED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Governor's Broadband for Education Initiative E-Rate Category 2, RFP# 80-000-17-00006. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

## **10. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.

## **11. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico, the State Purchasing Division, the Public Education Department, and the Department of Information Technology taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

## **13. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Larry Maxwell  
State Purchasing Agent

Joseph M. Montoya State Building, Room 2016  
1100 St. Francis Drive  
Santa Fe, NM 87504

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

## 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## 9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.



Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

## **21. Notice of Penalties**

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **22. Agency Rights**

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

## **28. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **29. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant

Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

### **30. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX F which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly** indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

### **31. Pay Equity Reporting Requirements**

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting,

Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **33. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for

preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**A. New Mexico Business Preference**

**B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and five (5) electronic copies of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
  - Proposals containing confidential information **must** be submitted as two separate binders:
    - **Unredacted** version for evaluation purposes
    - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and five (5) electronic copies of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

3.



The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted via eProNM:

### **1. Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal (Binder 1):**

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
  1. Organizational Experience
  2. Organizational References
  3. Mandatory Specification
  4. Desirable Specification
  5. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
  6. Performance Surety Bond
  7. Signed Campaign Contribution Form
  8. New Mexico Preferences (If applicable)
- G. Other Supporting Material (If applicable)

#### **Cost Proposal (Binder 2):**

1. Completed Cost Response Guidance

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the Cost Response Guidance.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### A. DETAILED SCOPE OF WORK

**Important Notice:** *This is a consolidated RFP which contains the following three (3) Requirement Sets to organize the provided seven (7) CAT2 E-rate groups for cost reporting purposes.*

#### **1) Equipment & Associated Professional Services**

Group One (1), Wireless Network Equipment

Group Two (2), Wired Network Equipment

Group Three (3), Content Distribution

Group Five (5), Professional Services

Group Seven (7), Basic Maintenance of Eligible Broadband Internal Connections

#### **2) Cable Installation & Verification Services**

Group Four (4), Cable Installation and Verification Services

#### **3) Managed Internal Broadband Services**

Group Six (6), Managed Internal Broadband Services

#### **4) All Categories/Groups of Responses**

##### **1) For Equipment & Associated Professional Services:**

- a) Respondents shall itemize the cost of any licenses and/or recurring fees of any sort, for any associated component, controller, management software, or feature required to support the equipment. All costs associated with management of the components must be provided on a per-device per-year basis, as required by E-rate rules. Any portion of any fee, license, feature or component that is not E-rate eligible must be clearly apportioned and enumerated. It is acceptable to include non-E-rate eligible components in a solution, but they must be clearly called out to enable proper reporting and filing to the FCC and USAC by the LEAs.
- b) For Distribution Equipment (Caching & Firewall Options): Respondents shall explain how the solution is priced. Respondents must explain why their product is E-rate eligible, and if any portion of the solution is not, it must be apportioned out for E-rate reporting purposes. Other pricing models are encouraged to be provided as this technology is an emerging field of innovation. Respondents are encouraged to offer this service as a managed service, thus alleviating the school from management of any

infrastructure, while allowing teachers to selectively push content to the student devices of their choosing.

**2) For Cabling Installation and Verification Services:**

- a) Respondents shall provide a price list for products and services offered, including, but not necessarily limited to:
- (1) Single Mode Fiber 9Micron or (50MicronMultiMode fiber) and CAT6A cable and installation (per run and/or per foot pricing; provide prices for plenum and non-plenum rated cables separately)
  - (2) Cable termination for use with Ethernet equipment
  - (3) Materials such as cabinets, patch panels, patch cords by length, and other accessories
  - (4) Cable testing and validation for gigabit and 10 gigabit cable runs (both new and existing runs)
  - (5) Mounting or installing of various components such as patch panels, cabinets, Ethernet switches, and access points
  - (6) Excess fees, if any, charged for work done after school hours
  - (7) Cable labeling is critical for locating, upgrading and repairing telecommunication systems. Please include that respondents shall provide label all cabling.
    - Grounding and bonding systems of all cabinets, patch panels and equipment.
  - (8) Respondents should be as specific as possible and provide time and materials rates for unusual installation tasks

**3) For Managed Internal Broadband Services:**

- a) Respondents shall provide:
- (1) Pricing for time and materials for network analysis, design and architecture and soft copies of all as built to the design
  - (2) Pricing for configuration of specific devices, such as access points and switches
  - (3) Schedule of excess fees, if any, for after-hours support
  - (4) Schedule of prices based on staffing tier (e.g. Engineer)

**4) For All Categories/Groups of Responses:**

The Vendor shall list and describe any applicable proposal costs not previously identified, which may include the following:

- a) Software License fees or costs
- b) Base system software

- c) Customization required or proposed addressing specification
- d) Additional modules required or proposed addressing specifications
- e) 3rd party software, if any, required for the operation of the system
- f) Technical and user documentation
- g) Installation/conversion/integration/transition costs
- h) Training including training materials
- i) Maintenance costs, to include, per year
- j) Existing software upgrade/integration/training
- k) Updates to supplemental files
- l) Revisions to documentation
- m) Utilities
- n) New functionality
- o) Technical support/customer service, per year
- p) Unlimited phone technical support for the technical staff
- q) The consulting and other value added service hourly rates or costs shall be listed separately by type of service. Travel and lodging expenses, if any, must be thoroughly described; and are limited by the State's General Terms and Conditions for Goods and Services. 7) Payment Plan Proposal - RESERVED
- r) List BOM and costs

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

The Evaluation Committee will evaluate details submitted by Offerors reflecting their experience with the E-rate program in association with NM Public Schools/Districts and/or Libraries.

The Evaluation Committee will also evaluate the information provided by Offerors that documents industry credentials and certifications, and overall qualifications, experience, background, capacity, and number of years of experience regarding the type of services required for the Offeror, team, and/or joint venture.

Offerors must:

- a. document at least three (3) years of experience as the primary Contractor, with a minimum start date of 09/01/2014, in providing E-rate eligible products and services by submitting Appendix G-1.a & b, "Offeror's Corporate Experience Response Form and Appendix G-2, "Corporate Reference Form."
- b. describe at least two project successes and failures of an E-Rate Category 2 engagement. Include how each experience improved the Offeror's services.
- c. comply with the E-Rate Program process and terms and conditions as described by the Universal Service Administrative Company (USAC) in Appendix P and as

defined within the USAC website <http://www.usac.org/sl/> and any other E-Rate Program federal requirements.

## 2. Organizational References

The Evaluation Committee will review details submitted by each Offeror on projects performed within the past three (3) years as well as any current projects or contracts with government agencies and private industry with respect to such factors that are relevant to the type of services required by this Request for Proposals, control of costs, quality of work, and ability to meet schedules. Provide the name of the firm/agency, address, telephone number and a contact person for the three (3) top projects listed.

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX G, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before October 24, 2017 for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e. Staff assigned to reference engagement that will be designated for work per this RFP; and
- f. Client project manager name, telephone number, fax number and e-mail address.

## 3. Mandatory Specification

### a. Technical & Management Approach

The Evaluation Committee will assess each Offeror's detailed description of the services to be provided and how they will be provided, including major tasks and subtasks, description any proposed team(s), roles of each member of the team, and how the team is organized and managed including any proposed subcontractor(s) to perform the work.

The Evaluation Committee will consider each Offeror's approach to managing multiple projects and/or geographical area(s) including proximity to and familiarity with defined geographical area(s) in which projects may be located; staff levels, qualifications, and location and percentage of time available for potential projects.

**Account Management Team (Account Team)**

- i. New Mexico Account Management Team. The Offeror must provide an overview of the management and customer relationship team that will be responsible for managing the New Mexico relationship. At a minimum, the details should include the following:
  - a. Identify the title of each position on the Account Team. This should include a designated Account Manager who will serve as the primary point of contact. A backup contact should also be identified.
  - b. Identify the physical location (City, State) the person on the Account Team will be providing support from.
  - c. Provide a short description of the responsibilities of the Position on the Account Team.
  - d. Provide a short profile with relevant experience of key personnel holding the position on the Account Team as it relates to providing and maintaining E-rate eligible products and services
  
- ii. Technical Support Team.

The Offerors must propose its Technical Support Team to include the following:

- a. Identify the Position, Title, and/or Name if available
- b. Provide a short description of the responsibilities of the Position
- c. Identify the years of technical staff experience
- d. List any certifications held for each technical support staff
- e. Physical location (City, State) from which the person on the Technical Team will be providing support

**Standard Escalation Procedures and Resolution Plan for Resolving Problems**

- i. Standard Escalation Procedures for Resolving Problems. The Offeror must submit its proposed formal standard escalation procedures that define the escalation path(s) for persistent problems and the threshold(s) at which the escalation procedure has to be triggered. The escalation procedure should include the following:

- a. Name(s) of person(s) and/or titles to contact under specific circumstances, their telephone numbers (office, cell, pager, or as appropriate) and the e-mail address.
  - b. Each level of the account team involved in the escalation procedures. If awarded, the proposed escalation procedure will be included in the award.
- ii. Resolution Plan for Resolving Problems. The Offeror must outline a clear and sound resolution plan that will be utilized for problems that are resolved utilizing its proposed escalation procedures for this account.

**b. Campaign Contribution Form, Appendix B**

The Offeror must complete Appendix B, “Campaign Contribution Disclosure Form” and submit a signed copy with their proposal, as provided in Appendix B. This must be completed whether or not an applicable contribution has been made.

**c. New Mexico Employees Health Coverage Form, Appendix E**

The Offeror MUST agree with the terms and submit a signed New Mexico Health Coverage Form with the submittal of its proposal, as provided in Appendix E.

**d. Letter of Transmittal Form, Appendix F**

The Offeror’s proposal must be accompanied by the “Letter of Transmittal Form”, Appendix F. The form must be completed and must be signed by the person authorized to obligate the company.

**e. Financial Stability**

The Offeror must submit copies of financial statements prepared and compiled by a CPA for the past two (2) years to include 2013 and 2014 or audited financial statements for the past two (2) years to include 2013 and 2014. The financial statements should include the following items:

- i. balance sheet
- ii. income statement
- iii. statement of changes in net worth and statement of cash flow

**f. Lowest Corresponding Price (LCP)**

The Offer MUST agree to provide the lowest corresponding price (LCP) that it charges to nonresidential customers that are similarly situated to a particular applicant (Educational Institutions) for similar services within the Offeror’s service area for the particular location. For more details, refer to <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> . This requirement includes any type of existing contracts the Educational Institutions have with any Offeror that is awarded as a result of this RFP.



**A statement of concurrence with this requirement MUST be included in offeror's proposal.**

**g. E-Rate Program Process**

The Offeror must comply with the E-Rate Program process and terms and conditions as described by the Universal Service Administrative Company (USAC) in "Appendix P" and as defined within the USAC website <http://www.usac.org/sl/> and any other E-Rate Program federal requirements.

**A statement of concurrence with this requirement MUST be included in offeror's proposal.**

**4. Desirable Specifications**

**a. Ineligible E-rate Items: Other Value Added Products/Services**

Offerors are encouraged to thoroughly describe any other consulting or value-added services they feel may contribute to the success of a project. These should be identified and listed separate from the response to the Technical & Management Approach.

The Offeror should propose any cost incentives or value added options that result in a direct cost savings to the Educational Institutions by submitting as Appendix O, "Value Added Related Services plus Cost Model(s)" to be submitted as part of the technical binder, Binder #1. Some examples may include Managed Services and its related cost model with actual pricing and discounts on special construction. The following items should be included to be considered for the award:

- i. Description of value added option
- ii. Briefly describe how the Offeror will provide security of the servers, routers, and/or other networking equipment that provides the means to connect to the Internet.
- iii. Briefly describe how the Offeror will provide physical security of the equipment.
- iv. Identify what intrusion detection systems are in use.
- v. Identify if user access is controlled by Role-based Access Controls and is it audited.
- vi. Identify any added security value that would differentiate your service from others.
- vii. Provide a list of all protocol filtering services and anti-viral features used.
- viii. Identify the most important requirements in developing a secure environment on the Offeror's network.
- ix. Identify how security incidents are responded to

- x. Identify the types of data in the Offeror's organization and the level of security required to protect this data.
- xi. Provide a copy of the Offeror's internal Security policy for its own network.

**b. New Mexico State Tax Identification Number**

The Offer MUST provide state tax identification number at the time of finalizing the price agreement award resulting from this procurement, see CRS registration link [https://tap.state.nm.us/Tap/\\_/](https://tap.state.nm.us/Tap/_/)

**A statement of concurrence with this requirement should be included in offeror's proposal.**

**c. Service Provider Identification Number (SPIN), Form 498**

The Offer must agree to the providing their SPIN prior to finalizing price agreement awards as defined in <http://usac.org/sl/service-providers/step01/default.aspx>

**A statement of concurrence with this requirement should be included in offeror's proposal.**

## **C. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

### **2. Performance Surety Bond**

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

### **3. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

### **4. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

### **5. Cost**

Offerors must complete the Cost Response Guidance in APPENDIX D. Cost will be measured by review of all factors appearing on the Cost Response Guidance.

### **6. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX H) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors – correspond to section IV.B and IV C</b>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B. 1. Organizational Experience	200 points
B. 2. Organizational References	200 points
B. 3. Mandatory Specification	
a. Technical & Management Approach	200 points
b. Campaign Contribution Form, Appendix B	Pass/Fail
c. New Mexico Employees Health Coverage Form, Appendix E	Pass/Fail
d. Letter of Transmittal Form, Appendix F	Pass/Fail
e. Financial Stability	Pass/Fail
f. Lowest Corresponding Price (LCP)	Pass/Fail
g. E-Rate Program Process	Pass/Fail
B. 4. Desirable Specification	
a. Ineligible E-rate Items: Other Value Added Products/Services	100 points
b. New Mexico State Tax Identification Number	Pass/Fail
c. Service Provider Identification Number (SPIN), Form 498	Pass/Fail
<b>C. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	300 points
<b>TOTAL</b>	<b>1,000 points</b>
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	

Table 1: Evaluation Point Summary

## **B. EVALUATION FACTORS**

### **1. B.1 Organizational Experience (See Table 1)**

Up to two hundred (200) points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. Up to Forty (40) points will be awarded for each of the five criteria:

- Explanation of experience with the E-rate program in association with NM Public Schools/Districts and/or Libraries.
- Itemization of overall qualifications.
- Years of experience as the primary Contractor in providing E-rate eligible products and services as documented in Appendix G-1.a & b, “Offeror’s Corporate Experience Response Form.”
- Project successes and failures with E-Rate Category 2 and corresponding improved the Offeror’s services.
- Written assurance of continuous compliance with the E-Rate Program process and terms and conditions as described by the Universal Service Administrative Company (USAC) in Appendix P.

### **2. B.2 Organizational References (See Table 1)**

Up to two hundred (200) points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix G. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

### **3. B.3 Mandatory Specifications**

#### **a. Technical & Management Approach**

Up to two hundred (200) points will be awarded based on the thoroughness and clarity of the response of the approaches and the perceived validity of the response. Specific points will be awarded for each of the six criteria:

- Detailed description of the services to be provided = **Up to 40 Points**
- Detailed approach to managing multiple projects = **Up to 40 Points**
- Detailed list of Account Management Team = **Up to 20 Points**
- Detailed list of Technical Support Team = **Up to 20 Points**
- Detailed Escalation Plan = **Up to 40 Points**
- Detailed Resolution Plan = **Up to 40 Points**

#### **b. Campaign Contribution Form, Appendix B**

Pass/Fail only. No points assigned.

#### **c. New Mexico Employees Health Coverage Form, Appendix E**

Pass/Fail only. No points assigned.

**d. Letter of Transmittal Form, Appendix F**

Pass/Fail only. No points assigned.

**e. Financial Stability**

Pass/Fail only. No points assigned.

**f. Lowest Corresponding Price (LCP)**

Pass/Fail only. No points assigned.

**g. E-Rate Program Process**

Pass/Fail only. No points assigned.

**4. B.4 Desirable Specifications**

**a. Ineligible E-rate Items: Other Value Added Products/Services**

Up to one hundred (100) points will be awarded based on the thoroughness and clarity of the response of the services and options, and the perceived validity of the response. Specific points will be awarded for each of the two criteria:

- Detailed description of related consulting and value-added services = **20 Points**
- Detailed description of cost incentives and value-added options= **80 Points**

**b. New Mexico State Tax Identification Number**

Pass/Fail only. No points assigned.

**c. Service Provider Identification Number (SPIN), Form 498**

Pass/Fail only. No points assigned.

**5. C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.2 Performance Bond (See Table 1)**

If required. Pass/Fail only. No points assigned.

**7. C.3 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**8. C.4 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**9. C.5 Cost (See Table 1)**

Up to three hundred points (300) will be awarded based on the thoroughness and clarity of the vendor price sheet(s) that conform to the Cost Response Guidance (Appendix D). Specific points will be awarded for each of the six criteria:

- Vendor price sheet(s) must specify for each item the Manufacturer Suggested Retail Price (MSRP), the vendor discount price and the education discount price = **Up to 100 Points**
- Any and all related transportation, delivery, installation, and similar charges = **Up to 50 Points**
- Any and all related maintenance, support, and similar costs = **Up to 50 Points**
- Any and all related warranty, replacement, and similar costs = **Up to 50 Points**
- Any and all other related charges or costs that affect the customer's upfront costs and cost of ownership = **Up to 50 Points**
- Indication of whether or not items and services are e-rate eligible = **Pass/Fail only. No points assigned**

#### **10.C.6. New Mexico Preferences**

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

##### **A. New Mexico Business Preference**

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

##### **B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

### **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as

finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.



## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

APPENDIX A

**REQUEST FOR PROPOSAL**

Governor's Broadband for Education Initiative  
E-Rate Category 2  
RFP #80-000-17-00006

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than October 3, 2017. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Anthony Ortiz, Procurement Manager in care of Debra Saiz  
Governor's Broadband for Education Initiative  
E-Rate Category 2  
RFP #80-000-17-00006  
State Purchasing Division

1100 St. Francis Dr. Room 2016  
Santa Fe, NM 87505

Fax: <Insert PM fax number>

E-mail: <Insert PM email address>

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **Campaign Contribution Disclosure 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 either 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.

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Signature

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Date

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Title (Position)

# APPENDIX C

## SAMPLE CONTRACT

### State of New Mexico

Information Technology Agreement

Statewide Price Agreement No. \_\_\_\_\_

THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the State of New Mexico State Purchasing Division, hereinafter referred to as the “SPD” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq.*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP #80-000-17-00006** and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

### ARTICLE 1 – DEFINITIONS

- A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.
- B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
- C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.
- D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- E. “Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/State CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all



attorney-client privileged work product; (4) all information designated by the Procuring Agency or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

- G. "Contract Manager" shall mean a qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be New Mexico Public Education Department or his/her Designated Representative and will work in coordination with the New Mexico General Services Department-State Purchasing Division for any amendments to this Agreement.
- H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.
- I. "Deliverable" shall mean any verifiable outcome, result, service or product that **must** be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- K. "DoIT" shall mean the New Mexico Department of Information Technology.
- L. "DFA" shall mean the New Mexico Department of Finance and Administration; "DFA/CRB" shall mean the New Mexico Department of Finance and Administration, Contracts Review Bureau.
- M. "Educational Institutions" means all E-rate eligible entities within the State of New Mexico as defined by USAC (<http://www.usac.org/sl/applicants/beforeyoubegin/default.aspx>), e.g., NM public schools, charters, and libraries. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.
- N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- O. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives or his/her Designated Representative.
- P. "GRT" shall mean New Mexico gross receipts tax.
- Q. "IT" shall mean/stand for "Information Technology."
- R. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- S. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill

the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.

- T. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- U. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) **must** contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
- V. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- W. "PED" shall mean the New Mexico Public Education Department.
- X. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO.
- Y. "Project Manager" shall mean a qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be New Mexico Public Education Department or his/her Designated Representative.
- Z. "Qualified" means demonstrated experience performing activities and tasks with Projects.
- AA. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- BB. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- CC. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
- DD. "State Purchasing Division (SPD)" shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
- EE. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.
- FF. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.
- GG. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.
- HH. "Turnover Plan" means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

Additional Terms will be added when finalizing the price agreement awards that are defined in the RFP.

## **ARTICLE 2 – SCOPE OF WORK**

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

Additional language will be added when finalizing the price agreement awards that are defined in the RFP.

1. The Contractor shall be limited to the eligible E-rate Category 2 products and/or services awarded in this Agreement as outlined in Exhibit A, attached hereto and incorporated herein by reference to include any future amendments. There are no volume or purchase commitments as to any specific dollar amount which will be contracted by the Procuring Agency or the State as a whole. The E-rate Category 2 in this Agreement **must** be available to the Procuring Agencies should they elect to make any purchases.
2. The Price Listings of this Agreement shall not increase for the term of the awarded Agreement. Any other changes to the agreement to include pricing reductions shall be submitted to the Procuring Agency and State Purchasing Division for review and approval and may be negotiated at any point throughout the duration of the agreement with the Procuring Agency.

A. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.

B. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25.

### License.

Not Applicable. The Parties agree there is no License for the services outlined in Exhibit A of this Agreement.

Source Code. [**CHOICE #4** – Not Applicable. The Parties agree there is no Source Code for the services outlined in Exhibit A of this Agreement.

C. The Procuring Agency's Rights.

1. Rights to Software. Not Applicable. The Parties agree the Procuring Agency does not have rights to the Software that support the services outlined in Exhibit A of this Agreement.
2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. [**CHOICE #1** – If the Procuring Agency has right to the data, use the following language - Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the Procuring Agency. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency's data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. [**CHOICE #2** – Not Applicable. The Parties agree the Procuring Agency does not have rights to the data.]

### **ARTICLE 3 - COMPENSATION**

- A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation under this Agreement shall not exceed the cost to be paid for ISP Services rendered and accepted, per the schedule outlined in Exhibit A which excludes New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

C. Taxes.

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. For any work made for hire, the Procuring Agency shall retain twenty percent (20%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond. Not Applicable.

**ARTICLE 4 – ACCEPTANCE**

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **RFP #18-92400-00005**. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

- C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable **must** be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

## **ARTICLE 5 – TERM**

This Agreement shall terminate on **[Insert Termination Date]**, or four years from the date on which it is executed by all Parties, unless terminated pursuant to Article 6. The Agreement shall be for four calendar years in duration with no option to renew. The contract term, including extensions and annual renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

## **ARTICLE 6 – TERMINATION**

- A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. Appropriations. By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United

States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency **must** do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

## ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
  2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;

3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.



## **ARTICLE 8 – INDEMNIFICATION**

- A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the New Mexico Public Education Department.]
- B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

## **ARTICLE 9 – INTELLECTUAL PROPERTY**

- A. Contractor hereby acknowledges and grants to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

## **ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
  2. Work with the Contractor to control the defense and settlement of the claim; and
  3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.
- B. Procuring Agency Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service;
  2. Replace or modify the product or service so that it becomes non-infringing; or
  3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

## **ARTICLE 11 - WARRANTIES**

- A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.
- B. Software. Not Applicable. The Parties agree there is no Software to be purchased or developed for the Services outlined in Exhibit A of this Agreement.

## **ARTICLE 12 – CONTRACTOR PERSONNEL**

- A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

- B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project

is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

### **ARTICLE 13 – STATUS OF CONTRACTOR**

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

### **ARTICLE 14 - CHANGE MANAGEMENT**

- A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in Exhibit A;
  2. Due date of any Deliverable, as outlined in Exhibit A;
  3. Compensation of any Deliverable, as outlined in Exhibit A;
  4. Agreement compensation, as outlined in Article 3; or
  5. Agreement termination, as outlined in Article 5.

- B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
    - (a) the name of the person requesting the change;
    - (b) a summary of the required change;
    - (c) the start date for the change;
    - (d) the reason and necessity for change;
    - (e) the elements to be altered; and
    - (f) the impact of the change.
  2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

#### **ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

#### **NOT APPLICABLE**

#### **ARTICLE 16 – DEFAULT/BREACH**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

#### **ARTICLE 17 – EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

## **ARTICLE 18 - LIABILITY**

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

## **ARTICLE 19 – ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

## **ARTICLE 20 – SUBCONTRACTING**

- A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.
- B. Responsibility for subcontractors. The Contractor **must** not disclose Confidential Information of the Procuring Agency or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

## **ARTICLE 21 – RELEASE**

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

## **ARTICLE 22 – CONFIDENTIALITY**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

## **ARTICLE 23 –CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

## **ARTICLE 24 - RECORDS AND AUDIT**

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA and the New Mexico State Auditor's Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

## **ARTICLE 25 - AMENDMENT**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

## **ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING**

- A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor **must** complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.
- B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets,

or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

- C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

#### **ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE**

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
  
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. In the event of any inconsistencies between various documents comprising this Agreement, the order of precedence will apply in ascending order of control: (1) This Agreement, (2) the Exhibit A to the Agreement, (3) other exhibits to this Agreement, (4) Contractor’s RFP response, and (5) the RFP including RFP amendments. Contractor agrees all purchases made under or resulting from this Price Agreement shall be controlled and governed by the terms and conditions as set forth in this Agreement regardless of type of purchase or language in subsequent agreements including but not limited to end user licenses, leases, scopes of work, other license agreements, or quotes provided by the Contractor or a third party. This Agreement will be the controlling and governing document for any claims questions or differences between the parties arising from purchases made from this Agreement.



**ARTICLE 29 – NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

**For PROCURING AGENCY**

To SPA:  
State Purchasing Agent  
Purchasing Division  
Joseph M. Montoya State Building, Room 2016  
1100 St. Francis Drive  
Phone: (505) 827-0472

With a copy to New Mexico Public Education Department:  
Ben Naranjo  
Purchasing Bureau Chief, Public Education Department  
300 Don Gaspar  
Santa Fe, New Mexico 87501–2786  
505-827-6645

**For CONTRACTOR**

[Insert Name of Individual, Position,  
Company Name,  
E-mail Address,  
Telephone Number,  
Mailing Address.]

Any change to the Notice individual or the address, shall be effective only in writing.

**ARTICLE 30 – GENERAL PROVISIONS**

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
  - 1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and 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 of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
  3. Workers Compensation. The Contractor 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 Procuring Agency.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

### **ARTICLE 31 - SURVIVAL**

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. [**Choice #1** – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

### **ARTICLE 32 - TIME**

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

### **ARTICLE 33 – FORCE MAJEURE**

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

### **ARTICLE 34 – ADDITIONAL PROVISIONS**

This section is for additional provisions from the RFP to include any amendments. This may include RFP responses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher Ruszkowski  
Secretary-Designate, NM Public Education Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Contractor Name]  
[Insert Title and Company Name]

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation & Revenue Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved for legal sufficiency

This Agreement has been approved by the State Purchasing Agent

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lawrence O. Maxwell  
Purchasing Agent for the State of New Mexico

## **EXHIBIT A – SCOPE OF WORK**

**This section will consist of the Price Listings for Eligible E-rate Category 2 Purchases and other Related Products and/or Services awarded.**

The scope of the procurement is intended to provide affordable purchasing of E-rate Category 2 eligible options to the Educational Institutions at a cost savings for the State of New Mexico.

This procurement is intended to result in multiple source awards across the State of New Mexico. There are no volume or purchase commitments by the Educational Institutions or the State of New Mexico for the products and services awarded from this procurement. However, the products and services included in the awarded agreements **must** be available to the Educational Institutions should they elect to make any purchases.

The Statewide Price Agreement(s) awarded shall be for four **calendar years** in duration with no option for renewal. The State reserves the option to contract with any one of the awarded Offeror(s) for all or part, or none of the services that are included in the awarded agreements.

The pricing of the awarded agreements shall not increase for the term of the awarded agreements to include any renewal options. Any changes to the Agency agreement(s) to include pricing reductions shall be submitted to the Agency for review and approval may be negotiated at any point throughout the duration of the agreement with the procuring entity. The proposed pricing submitted for all services by the submitting Offeror for purposes of this request for proposal **must** not include New Mexico Gross Receipts Tax (NMGRT) or other additional taxes and/or surcharges mandated by law. However, the purchase of the products and support services are subject to the NMGRT and are applicable to the current rate for the period which the services are performed. If there are any E-rate Category 2 eligible products or services with pricing published by the awarded Offeror that is offered to any other private or public entity, that is less than the pricing being contracted for not to exceed the maximum pricing in the awards resulting from this RFP, the lower published pricing will be made available to the Educational Institutions.

The Statewide Price Agreement(s) resulting from this procurement for E-rate Category 2 eligible products and/or services will provide the procuring method made available to the Educational Institutions. The terms and conditions of the awarded agreement shall be the baseline for any contracted Category 2 purchases.

The Educational Institutions within the State of New Mexico reserve the right to add and/or change new or existing eligible locations to the list of locations included in the awarded statewide price

agreements. If additional locations are added, the Educational Institutions will require related pricing for the new location(s). If an awarded vendor's service area changes, the vendor may submit its changes to the procuring Educational Institution with its related pricing for any new eligible locations in its service area. The pricing for new locations must be consistent with existing pricing and offer a cost-effective solution. As of the posting date of this RFP, the E-Rate eligible Category 2 products and services that are included in the awards are listed here: <http://usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx> ). These are items that may be updated on the awarded Agreements per the State of NM's amendment process. For any changes requested to the Statewide Price Agreements, they must be reviewed by the Educational Institutions that will work in coordination with PED's E-Rate Coordinator for signature approval of the changes to the Agreement through the Agency's statewide price agreement amendment process.

As stated in the Introduction, the purpose of this RFP is to solicit proposals for the three Requirement Sets encompassing seven technical groups of E-rate eligible goods and services. End Users may elect to contract directly with the Vendor(s) for any of the goods, services, or any combination of goods and services described within this RFP and awarded by the State pursuant to this RFP. The Vendor(s) shall provide the goods or services in the Requirement Sets offered by the Vendor and awarded by the State directly to the electing End Users at the fixed prices established pursuant to this RFP. The goods or services provided to End Users by the Vendor(s) shall, at a minimum, comply with the applicable requirements and specifications set forth in this RFP and the resulting Statewide Price Agreement(s). The Vendor(s) and electing End Users will contract between themselves for the goods or services and shall incorporate the terms and conditions established pursuant to this RFP and the resulting Statewide Price Agreement(s).

**Technical Specifications:**

The requirements/specifications for each Requirement Set are set forth below. Vendor(s) shall respond to and comply with all "mandatory" requirements in each group of goods, services, or combination of goods and services offered by the Vendor(s) in response to this RFP. For each group, the "desired" requirements may or may not apply depending on the goods, services, or combination of goods and services contained in the Vendor's offer. Vendors are therefore required to review the desired requirements and respond as applicable to the goods, services, or combination of goods and services contained in Vendor's offer. If a Vendor determines a desired requirement does not apply to the Vendor's offer, the Vendor may respond with "Not Applicable" or "Does Not Apply."

All Vendors will provide an explanation of how their proposed solution fits within the existing environment.

Vendor may respond to one or more of the three Requirement Sets (1-3) and each Requirement Set will be evaluated and awarded independently. Responding Vendors must have a Service Provider Identification Number (SPIN) issued by the USAC, must not be in red light status with USAC, and must comply with all E-rate rules.

**Vendor Evaluation Questions for All Requirement Set (1-3) Responses**

(3) Vendor must have a Service Provider Identification Number (SPIN) and will comply with all applicable E-rate rules. Vendor shall provide their SPIN in the vendor narrative below.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

(4) Please describe your company and provide company history, financial information, number of employees by discipline, company locations, location of office where this project will be managed, length of time your firm has provided similar services, and other relevant information.

**Requirement Set 1: Equipment & Associated Services**

(13) For equipment supplied by the Vendor from other manufacturers or equivalent, the Vendor shall provide the manufacturers statement of support. The statement must be current and dated and on the manufacturer’s letterhead and must stipulate the Vendor is an authorized reseller of the manufacturers product line.

Met \_\_\_\_\_ or Not Met \_\_\_\_\_

(14) The Agency prefers Vendors who can support the full geographic area of the State. Please indicate if all services provided are supported statewide. If not, please provide the Counties that are supported using the following table. At a minimum, Vendors are required to support at least one county.

The following table is also available within “Appendix D” as a reference when reporting itemized pricing.

COUNTY ID	NAME	COUNTY CODE	VENDOR SUPPORTED AREA? (Yes/No)
48	BERNALILLO	BE	
54	CATRON	CA	
58	CHAVES	CH	
47	CIBOLA	CI	
38	COLFAX	CO	
52	CURRY	CU	
53	DE BACA	DB	
63	DONA ANA	DA	

64	EDDY	ED	
62	GRANT	GR	
49	GUADALUPE	GU	
41	HARDING	HA	
65	HIDALGO	HI	
59	LEA	LE	
57	LINCOLN	LI	
	LOS		
44	ALAMOS	LA	
66	LUNA	LU	
42	MCKINLEY	MK	
67	MORA	MO	
61	OTERO	OT	
46	QUAY	QU	
36	RIO ARRIBA	RA	
55	ROOSEVELT	RO	
35	SAN JUAN	SJ	
	SAN		
68	MIGUEL	SM	
40	SANDOVAL	SA	
45	SANDOVAL	SA	
43	SANTA FE	SF	
60	SIERRA	SI	
56	SOCORRO	SO	
39	TAOS	TA	
50	TORRANCE	TO	
37	UNION	UN	
51	VALENCIA	VA	

- (15) The State desires that each Vendor product include a 1 - 3 year warranty. For compliance with E-rate rules, a manufacturer's multi-year warranty for a period up to three years and provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.
- (16) The State desires the Vendor provide general descriptions and use cases of the networking hardware being proposed for use in school and library buildings.
- (17) The State desires the Vendor provide a description as to how the wireless equipment is managed, including RF spectrum, client authentication, roaming, and integration into a broader management framework.



- (18) The State desires the Vendor describe all methods available for command and control of the wireless network, be it through a physical appliance, virtual appliance or cloud offering.
- (19) The State desires the Vendor provide a description as to the compatibility with any existing wireless environment management platform. Specifically, but not limited to, Aerohive, Aruba, Avaya, Cisco, Extreme Networks, Hewlett Packard, Meraki, Meru, Ruckus, Xirrus, Ubiquity or equivalent.
- (20) The State desires the vendor describe the data plane flow (preference will be given to solutions that do not “backhaul” wireless client traffic to a controller or controllers).
- (21) The State desires the Vendor describe how connectivity is affected by temporary loss of connection to (i) management system and (ii) controller.
- (22) The State desires Vendor provide multiple options for wireless access point models which includes at least one standard indoor model, one high density indoor model and one long range outdoor model.
- (23) The State desires the Vendor identify which of the following features are supported in the proposed solution for each of the proposed access point models.
- (24) The State desires the Vendor describe any value added function their wireless solution provides and should state if this function is eligible for E-rate reimbursement.

**a) Group 1: Wireless Network Equipment**

(1) Mandatory:

- vii. The proposed hardware must be IEEE 802.11 compliant.
- viii. The proposed hardware must provide IEEE 802.11ac support as well as backward compatibility with IEEE 802.11b/g/n in 2.4GHz band.
- ix. The proposed hardware must have at least one 1000 Base-T Ethernet Port
- x. Each Vendor product shall include a minimum one year product warranty and the Vendor shall provide options for an extended warranty period up to three years
- xi. Vendors shall provide the annual maintenance and support costs (quoted on an annual basis as required by E-rate rules)
- xii. Vendors shall provide copies of all warranties for the equipment offered by Vendor in response to this RFP.

(2) Desired:

Vendors must respond to the desired specifications but lack of full compliance with these desired specifications will not disqualify the Vendors from consideration.

- x. Vendor shall provide general descriptions and use cases of the networking hardware being proposed for use in Educational Institution buildings.
- xi. Vendor shall provide a description as to how the wireless equipment is ideally managed, including RF spectrum, client authentication, roaming, and integration into a broader management framework.
- xii. Vendor shall describe all methods available for command and control of the wireless network, be it through a physical appliance, virtual appliance or cloud offering.
- xiii. Vendor shall provide a description as to the compatibility with any existing wireless environment management platform.
- xiv. Vendor shall describe the data plane flow.
- xv. Vendor shall describe in detail the items and services to be covered under maintenance.
- xvi. Vendor shall describe how connectivity is affected by temporary loss of connection to the management system or controller.
- xvii. Vendor shall provide multiple options for wireless access point models which will include at least one standard indoor model, one high density indoor model and one long range outdoor model.
- xviii. Vendor shall list which of the following features are supported in the proposed solution for each of the proposed access point models:
  - (a) Powered by IEEE 802.11af POE or IEEE 802.11at POE+
  - (b) Support for dual radio, 2.4GHz and 5GHz bands, simultaneously
  - (c) Support for 5GHz, specifically listing which of the bands are supported: UNII-1, UNII-2, UNII-2e and UNII-3
  - (d) Support for Dynamic Frequency Selection
  - (e) Support for Multiple-In, Multiple-Out (MIMO) radio; multiple spatial stream design with a minimum capacity of 2x2:2
  - (f) Support for at least 2 spatial streams in the 5GHz band
  - (g) Support for multiple SSIDs and per-SSID access policy
  - (h) Support for per-client policy while using only one SSID
  - (i) Support for “captive portal” or other facility to ensure Acceptable Use Policy is affirmed by end users
  - (j) Support for rate limiting and traffic shaping of guest clients
  - (k) Support for client isolation; prevent attached wireless devices from communicating directly with each other
  - (l) Support for rogue AP detection
  - (m) Number of 1000 Base-T Ethernet Ports
  - (n) Support for multiple VLANs with assignable QoS

- (o) Support for IEEE 802.1X Authentication and IEEE 802.11i WPA2/Enterprise cryptography
- (p) Support for Layer 2 / 3 roaming/mobility without performance degradation or re-authentication required by clients (roaming within a single Educational Institution)
- (q) Any Vendor-specific features a solution provides, such as integration with Apple Bonjour, Google Chromecast, or Vendor-specific printing
- (r) Support to forward wireless client traffic without backhaul to centralized controller
- (s) Can centrally manage all Access Points from one management console/interface
- (t) Support for autonomous channel, power and RF configuration based on dynamic environment changes; explain how/if APs can adapt to changing RF conditions without human intervention.
- (u) Options for mounting hardware required for ceiling or wall

(3) Optional:

- iv. Vendor should describe any value added function their wireless solution provides with respect to Mobile Device Management (MDM). For example, if a wireless access point's cost includes client device management software which provides valued added functions specifically in conjunction with the wireless products, this should be highlighted.
- v. Vendor should describe any value added function their wireless solution provides with respect to Classroom Management. For example, if a wireless solution cost includes classroom management software which provides valued added functions specifically useful to a teacher in a K-12 classroom, it should be highlighted.
- vi. Vendor should, if responding with both Wireless and Ethernet Switch equipment, also provide a narrative describing the value of the combined solutions, including network management, policy control, mobile device management (client management), network access control and other features/benefits gained in a holistic approach.

**h) Group 2: Wired Network Equipment**

(1) Mandatory:

- vi. Routers, minimum standards:
  - j) Layer 3
  - k) Protocols: IP Routing, OSPF, and BGP
  - l) Two (2) 1GB copper interfaces
  - m) One (1) SFP+ interface
  - n) SNMP management capabilities

- o) Each Vendor product shall include a minimum one year product warranty and specify the options for an extended warranty up to three years
  - p) Vendor shall provide an annual maintenance and support option (quoted on an annual basis as required by E-Rate rules)
  - q) Vendors shall provide copies of all warranties for the equipment offered by Vendor in response to this RFP.
- vii. Switches, minimum standards:
- m) Layer 2 and 3 (Upgrade process or IOS/license info if Layer 3 routing is needed)
  - n) Support for multiple VLANs
  - o) Support for IEEE 802.3at POE+ on one or more
  - p) Support for at least 15Watts of POE per port, on 90% 1GbE ports simultaneously
  - q) Non-blocking switch backplane
  - r) Must utilize stacking technology (minimum 10G backplane)
  - s) Trunking (IEEE 802.3ad)
  - t) Vendor-specific management capabilities
  - u) Ethernet switches will have a minimum of 8 ports (POE preferred and 8 is standard for most Portals)
  - v) Each Vendor product shall include a minimum one year product warranty and specify the options for an extended warranty up to three years
  - w) Vendor shall provide an annual maintenance and support option (quoted on an annual basis as required by E-rate rules)
  - x) Vendors shall provide copies of all warranties for the equipment offered by Vendor in response to this RFP.

(2) Desired Switching:

Vendors must respond to the desired specifications but lack of full compliance with these desired specifications will not disqualify the Vendors from consideration.

- i. Vendor shall provide general descriptions and use cases of the networking hardware being proposed for use in Educational Institution buildings.
- ii. Vendor shall provide a description as to how the equipment is ideally managed.
- iii. Vendor shall describe all methods available for command and control of the hardware, be it through a physical appliance, virtual appliance or cloud offering.
- iv. Vendor shall describe how the equipment may be managed using an existing management console at Educational Institution. Educational Institutions shall not be required to employ multiple wired-network management platforms within any given Educational Institution building.
- v. At a minimum, Vendor shall provide pricing options on all of the following configurations (if available):
  - h) 24 Port POE GbE with 2 SFP+ connections

- i) 24 Port POE GbE with 4 SFP+ connections
- j) 24 Port GbE with 2 SFP+ connections
- k) 24 Port GbE with 4 SFP+ connections
- l) 48 Port GbE with 2 SFP+ connections
- m) 48 Port GbE with 4 SFP+ connections
- n) 8 Port GbE with 1 SFP+ connection (appropriate for Portables)
- h) 8 Port POE GbE with 1 SFP+ connection (appropriate for Portables)
- r) 19 inch, two post, racks (floor mount or wall mount) with cable management for network hardware (grounded)

(3) Optional:

- c) Vendor should include pricing for optional Redundant Power Supply, extra GbE SFP Modules and extra 10GbE SFP Modules. Vendor should note ineligible costs in their proposal to NM educational entities.
- d) Vendor should, if responding with both Wireless and Ethernet Switch equipment, also provide a narrative describing the value of the combined solutions, including network management, policy control, mobile device management (client management), network access control and other features/benefits gained in a holistic approach.

**i) Group 3: Content Distribution**

(1) Mandatory:

ii. Caching Server, minimum standards:

- h) Vendor shall describe their solution, its components and use cases in detail, explaining how qualified and authorized teachers are able to push content to the student devices, how this impacts network load, increases teacher effectiveness and allow the students to perform assignments in the temporary absence of an internet connection.
- i) Vendor shall describe and define any client software that must be installed as well as any servers or appliances required and their operating locations i.e. (cloud, school central office, individual school, etc.).
- j) Vendor shall identify the devices supported. At a minimum, 3 of the following list must be supported: Apple iOS, Apple OS X, Google Android Tablet, Google Chromebooks, or Microsoft Windows.
- k) Vendor shall provide at least two reference customers that are using the product in an educational setting.

- l) Vendor shall provide copies of all warranties for all products provided by Vendor as part of its solution offered in response to this RFP.
- m) All servers will have a power supply  
Note: A dual power supply is highly recommended, but may not be E-rate eligible.
- n) Minimum caching server configuration:  
TIER 1 - Basic Server (< 25 users)
  - Operating System: Windows 2012 R2 Foundation (max 15 users) or Essentials (max 25 users) or Most any Version of Linux
  - Size/Shape: Floor Standing Tower or 1 U Rackmount Chassis
  - CPUs/CPU Cores: 1 @ CPU with 2 @ Cores
  - RAM: 8 GB
  - Local Disk/Storage: SATA-3 Hard Disk Minimum 1 TB.
  - Network/NIC: 1 @ GB NIC

viii. Firewalls, minimum standards:

- e) Next Generation Firewall (NGFW) Capabilities
  - Application awareness
  - Packet Inspection
  - Geo IP blocking
  - Malware identification/blocking
  - Virtual Private Network (VPN) capabilities
- f) One (1) SFP+ Gigabyte throughput or higher (SFP+ provides 1GB or 10GB Capability)
- g) IEEE 802.3ad Trunk aggregation standard
- h) Starting configurations:
  - 4) Tier 1 Firewall (1 – 100 or less end users)
    - Max concurrent sessions (IPv4 or IPv6) = 20000
    - Max connections per second = 5000
    - Memory = 4GB
    - Flash = 8 GB
    - Management interface = RJ45 console, 2 Ethernet 10/100/1000 ports
    - Monitoring Interfaces = 8GE
    - Threat prevention throughput = 90 Mbps
    - ULR filtering entries = 20000
    - Traffic throughput – 1 Gbps SFP

- 5) Tier 2 Firewall (100 to 1000 end users)
  - Max concurrent sessions (IPv4 or IPv6) = 100000
  - Max connections per second = 10000
  - Memory = 8 GB
  - Flash = 8 GB
  - Management interface = RJ45 console, 2 Ethernet 10/100/1000 ports
  - Monitoring Interfaces = 16GE, 4GE SFP
  - Threat prevention throughput = 250 Mbps
  - ULR filtering entries = 50000
  - Traffic throughput – 1/10Gbps SFP
  
- 6) Tier 3 Firewall (1000+ end users)
  - Max concurrent sessions (IPv4 or IPv6) = 500000
  - Max connections per second = 20000
  - Memory = 12 GB
  - Flash = 8 GB
  - Management interface = RJ45 console, 2 Ethernet 10/100/1000 ports
  - Monitoring Interfaces = 16GE, 4GE SFP
  - Threat prevention throughput = 1250 Mbps
  - ULR filtering entries = 100000
  - Traffic throughput - 10Gbps SFP

- ix. Each Vendor product shall include a minimum one year and not to exceed three years product warranty
- x. Vendors shall provide copies of all warranties for the equipment offered by Vendor in response to this RFP

j) **Group 5: Professional Services for Installation including Evaluation, Design, Planning, and Configuration**

C) The State desires the Vendor provide a list of their resources available to analyze an existing network and the school or library building itself in order to plan, design and configure a high-density, reliable wireless and wired network.

1. Personnel profiles for the professional services personnel that will be assigned to this work
2. A list of equipment Vendors certified to design/install and/or have extensive experience working with
3. Vendor's detailed methods/practices for designing/installing/validating high-capacity wireless networks

D) In addition to basic network configuration functions and tasks, the State desires the Vendor list additional services provided.

(1) Mandatory:

- v. Vendor shall list their resource availability to analyze an existing network and the Educational Institution building itself in order to plan, design and configure a high-density, reliable wireless and wired network.
- vi. Vendor shall list counties in NM where the Vendor is able to provide a 2 (preferable and standard) or up to 4 hour on-site response time to facilitate quick response to significant network outages that require onsite support.
- vii. Vendor shall provide the following:
  - (e) Personnel profiles for the professional services personnel that will be assigned to this work
  - (f) A list of equipment Vendors they are certified to design/install and/or have extensive experience working with
  - (g) Their detailed methods/practices for designing/installing/validating high-capacity wireless networks
  - (h) Their plans for staging equipment such that Educational Institutions take responsibility for equipment only once properly installed.
- viii. In addition to basic network configuration functions and tasks, the Vendor shall affirm that they can provide the following services:
  - (i) Physically mount and install network hardware, including Access Points and Network Switches.
  - (j) Ensure latest firmware is installed in each wireless access point and switch
  - (k) Configure network management console to meet best practices as defined by the customer
  - (l) Maximize the use of available spectrum to minimize co-channel interference
  - (m) Test access from each AP and provide throughput report for each AP
  - (n) Configure and test the authorization of clients, which relies on MS Active Directory in most Educational Institutions
  - (o) Other configuration changes as recommended by the customer following feedback from site visits and network performance analysis.
  - (p) Configuring the network management console to integrate the new/upgraded Educational Institutions deployment into the management system. The following come to mind:
    - 7. Understand and agree to the network coverage and performance requirements
    - 8. Evaluate the current network infrastructure and develop a design plan to meet the network coverage and performance requirements
    - 9. Develop site-specific configuration recommendations including those for security and authentication



10. Implement the design plan (installation) including configuration recommendations
11. Test/validate that the deployment meets the network coverage and performance requirements through formal system acceptance testing to include connection of standard Educational Institution equipment
12. Configure the network management console to integrate the new/upgraded Educational Institution deployment into the management system.

**k) Group 7: Basic Maintenance of Eligible Broadband Internal Connections**

**B)** The State desires the Vendor describe their basic maintenance services eligible for E-rate reimbursement and their ability to provide the following basic maintenance services.

- ◆ Repair and upkeep of eligible hardware
- ◆ Wire and cable maintenance
- ◆ Configuration changes
- ◆ Basic technical support including online and telephone based technical support
- ◆ Software upgrades and patches including bug fixes and security patches

Preference will be given to managed service providers with experience in the education vertical, as well as those Vendors that can provide K-12 reference customers.

**(1) Mandatory**

- x. Vendor shall provide a description of the managed service, including the specific equipment supported; for example list the network equipment Vendors and product families that may be managed.
- xi. Vendor shall provide a description of their help desk, physical address, staff size, hours of operation, and other characteristics necessary to differentiate their service from other providers.
- xii. Vendor shall provide a copy of their SLA along with a schedule of prices based on the pricing model. Each Educational Institution network architecture is unique, but generally implements a hub-and-spoke design with all Educational Institutions connected to a central hub, which is then connected to the Internet.
- xiii. The Educational Institutions shall own or lease some or all network equipment. It is entirely up to each Educational Institution to select the best and most cost effective technical solution for their establishment.
- xiv. Any additional wireless access points and Ethernet switches and any associated cable must be procured by the Educational Institution through this or other competitive bidding process, and titled in the name of the Educational Institution.

- xv. Vendor shall provide an annual maintenance and support option (quoted on an annual basis as required by E-rate rules)

Vendor agrees any cabling installed becomes the property of the Educational Institution at the termination of the contract.

- xvi. Under E-rate rules, only services provided can be billed. Contingency or stand-by billings are not allowed under E-rate rules.
- xvii. Only internal connections as outlined in the E-rate 2016 Eligible Services List are eligible for coverage under the basic maintenance and technical support portion of the RFP, and exclusions from covered services in the 2016 Eligible Services List apply.
- xviii. Offeror should list counties in New Mexico where they can provide up to a 4 hour response time to make necessary onsite calls

### **Basic Maintenance of Eligible Broadband Internal Connections**

F-rate support is available for basic maintenance and technical support appropriate to maintain reliable operation when provided for eligible broadband internal connections.

The following basic maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Configuration changes
- Basic technical support including online and telephone based technical support
- Software upgrades and patches including bug fixes and security patches

**E-rate eligibility limitations for basic maintenance** – Basic maintenance is eligible for support only if it is a component of a maintenance agreement or contract for eligible broadband internal connections. The agreement or contract must specifically identify the eligible internal connections covered, including product name, model number, and location. Support for basic maintenance will be paid for the actual work performed under the agreement or contract. Support for bug fixes, security patches, and technical support is not subject to this limitation. Basic maintenance does not include:

- Services that maintain ineligible equipment
- Upfront estimates that cover the full cost of every piece of eligible equipment
- Services that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment's ability to transport information
- Network management services, including 24-hour network monitoring
- On-site technical support (i.e., contractor duty station at the applicant site) unless applicants present sufficient evidence of cost-effectiveness
- Unbundled warranties

## **Requirement Set 2: Cable Installation & Verification Services**

### **l) Group 4: Cable Installation and Verification Services**

Uplinks between IDFs and MDFs should be fiber due to limitations with copper.

#### **(1) Mandatory:**

- x. All new cable purchased must be Category 6A copper or single mode fiber 9Micron or (50MicronMultiMode fiber).
- xi. Rated for 10GB or higher.
- xii. Plenum rated cable must be used where necessary based on individual school construction and fire code.
- xiii. Vendors shall provide grounding systems designed as specified by the NEC and other applicable codes and standards (ANSI/TIA607-A, NECA/BICSI-568-2206
- xiv. All installers must be BICSI certified.
- xv. All new CAT6A cable and fiber runs must be tested to BICSI Standard for ten gigabit per second Ethernet.
- xvi. Vendor shall provide three reference customers in the education vertical market; K-12 or higher education is acceptable.
- xvii. Vendor shall list the addresses of facilities and offices in the State of New Mexico which would be utilized to support Educational Institutions.
- xviii. Vendor shall meet or exceed, and provide a description of how it meets or exceeds, the existing statewide contract for structured cabling services  
  
Vendor shall provide copies of all warranties for all products provided by Vendor as part of its solution offered in response to this RFP.

## **Requirement Set 3: Managed Internal Broadband Services**

### **m) Group 6: Managed Internal Broadband Connections**

**C)** For this Requirement Set, Vendors are asked to explain all available service pricing based models, e.g. Standard Service, Buy-To-Own, Lease-To-Own, etc. Full E-rate compliance is preferred for proposed service solutions.

**D)** Please list the equipment that can be operated and managed per Offeror scenario.

**Preference will be given to managed service providers with experience in the education vertical, as well as those Vendors that can provide NM K-12 reference customers.**

#### **(1) Mandatory:**

- vii. Vendors will include "Appendix D" data for items applicable to their proposed solutions.

- viii. Vendor shall provide a description of the managed service, including the specific equipment supported; for example list the network equipment Vendors and product families that may be managed.
- ix. Vendor shall provide a description of their Network Operations Center, physical address, staff size, hours of operation, and other characteristics necessary to differentiate their service from other providers.
- x. Vendor shall provide a copy of their SLA along with a schedule of prices based on the pricing model.
- xi. Vendor agrees any cabling installed becomes the property of the Educational Institution at the termination of the contract.
- xii. Under E-rate rules, only services provided can be billed. Contingency or stand-by billings are not allowed under E-rate rules.

**E-rate eligibility limitations for managed internal broadband services** - The equipment eligible for support as part of a managed internal broadband service may include only equipment listed as a broadband internal connections component above. Upfront charges that are part of a managed service contract are eligible for E-rate support except to the extent that the upfront charges are for any ineligible internal connections (e.g., servers other than those that are necessary to provide caching) which, if included in the contract, must be cost allocated out of any funding request.

## **APPENDIX D**

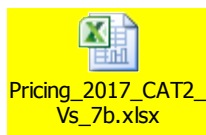
### **COST RESPONSE GUIDANCE**

Vendor must submit price sheet(s) that include the following information:

- Any and all related transportation, delivery, installation, and similar charges
- Any and all related maintenance, support, and similar costs
- Any and all related warranty, replacement, and similar costs
- Any and all other related charges or costs that affect the customer’s upfront costs and cost of ownership
- Indication of whether or not items and services are e-rate eligible
- If the Vendor has no costs or related costs in any of the above categories, the Vendor should so indicate by using a “zero” on the price sheet.

Vendors must make clear to the reviewers of the proposal, as well as to the customers in the educational institutions across the state how much each item – and related services and charges – will cost the customers, including any and all costs, charges, fees, et cetera for transportation, delivery, installation, maintenance, support, warranty, replacement and other similar costs and charges, as well as reflect any discounts such as for educational institutions and volume.

The price sheet(s) shall constitute the sole and exclusive pricing mechanism that vendors may use to charge educational institutions. Any costs, charges, fees, et cetera that do not appear on the vendor price sheet(s) shall not be imposed by any vendors on educational institutions under the state price agreement that results from this procurement.



**APPENDIX E**  
**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grow to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror **must** agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX F**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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

\_\_\_\_\_, 2014

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

## **APPENDIX G**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Name: Anthony Ortiz, Procurement Manager  
Address: 300 Don Gaspar, Santa Fe, NM 87501  
Telephone: (505) 827-3894  
Fax: (505) 827-6681  
Email: [StateErateCoordinator@state.nm.us](mailto:StateErateCoordinator@state.nm.us)

by **October 24, 2017** for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.



**RFP #80-000-17-00006**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, via facsimile or e-mail at:

Name: Anthony Ortiz, Procurement Manager  
Address: 300 Don Gaspar, Santa Fe, NM 87501  
Telephone: (505) 827-3894  
Fax: (505) 827-6681  
Email: [StateErateCoordinator@state.nm.us](mailto:StateErateCoordinator@state.nm.us)

no later than October 24, 2017 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?  
COMMENTS:
  
2. How would you rate this firm's knowledge and expertise?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
4. What is your level of satisfaction with hard-copy materials produced by the vendor?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
5. How would you rate the dynamics/interaction between the vendor and your staff?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

***APPENDIX G-1: Offeror's Corporate Experience Response Form***

**a. Description of Three Years Corporate Experience:**

--

**b. Names of Organizations using Offeror's Products/Services in the last 3 years Requiring Service 24x7x365:**

<b>No.</b>	<b><u>Names of Organizations</u></b>
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	

\*Add additional rows if necessary

***APPENDIX G-2: Corporate Reference Form***

**Complete a separate set of forms for the prime contractor:**

Prime Contractor Name (Offeror's Name):

Complete a separate form for at least one (1) reference, additional references may be submitted.

**REFERENCE INFORMATION:**

Reference organization name:

Address:

City:

State, Zip code:

**Contact Person (MUST be available for contact):**

Name:

Title/Position:

Phone Number:

Email:

Type of Product/Service Provided	Start date services were provided in format (mm/dd/yy)	End date services were provided in format (mm/dd/yy)	Name the location(s) (City, State) of services provided	Name of the organization

**APPENDIX H**  
**RESIDENT VETERANS CERTIFICATION**

## New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*      (Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.



***APPENDIX I – N: RESERVED***

*APPENDIX L: New Mexico Business Preference Certificate*

*APPENDIX N: RESERVED*

***APPENDIX O: Value Added Related Services plus Cost Model(s)***

## APPENDIX P: E-RATE TERMS AND CONDITIONS

This RFP does contain E-Rate eligible Category 2 services and/or products. The required Universal Service Administrative Company (USAC) Description of Services Requested and Certification Form, numerically known as a Form 470, has been filed by the **New Mexico Public Education (PED)** to include certain categories of E-Rate eligible products within the services for which this Request for Proposal is seeking contracts. The application number for Form 470 for this RFP is “\_\_\_\_\_” available to the Local Education Authority or the Agency. The resulting contract(s) are intended to be in compliance with USAC’s definition of a Statewide Price Agreement and also known as Statewide Price Agreements containing E-Rate eligible Category 2 services and/or equipment. E-Rate ineligible services and products offered by the awarded Contractor(s) must be clearly labeled as such. It is the responsibility of each of the E-Rate eligible individual members of the Local Education Agency (LEA) Group and the awarded vendor and/or sales contacts for the awarded contract to follow all of the rules of the E-Rate Program including strict adherence to the most current Eligible Services List, as explained at <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx> . In the event a sales contact, internal or external, of the awarded contract misrepresents the eligibility of the service and/or products to the eligible E-Rate LEA Group Member, then that sales contact must be responsible to the applicant and E-Rate program concerning further financial retribution. If the sales contact providing misrepresentation is listed by the specific Contract Holder as an Authorized Reseller or subcontractor (external), then the Contract Holder will be held accountable and may be required to remove the provider from the authorized list. The New Mexico Educational Institutions has provided and will continue to provide guidance and assistance with E-Rate for individual LEAs and in statewide training opportunities.

The New Mexico Educational Institutions may elect to further E-Rate involvement through a consortium application process and may use E-Rate eligible services and/or equipment properly procured via this initiating RFP and related Form 470, to the extent the law allows. A contract(s) resulting from this RFP may be available to E-Rate eligible members for E-Rate FY2018 - FY2021 depending on program availability, rules and changes within State Law concerning bidding. Additional extensions may be available to the extent the law allows.

## **SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN), FCC FORM 498**

All sales contacts and/or authorized New Mexico Educational Institutions Resellers/Subcontractors interested in providing E-Rate eligible products from an awarded contract must obtain a Service Provider Identification Number (SPIN) through USAC by completing FCC Form 498 and maintain a proper standing in the E-Rate Program, as explained at <http://www.usac.org/sl/service-providers/step01/default.aspx> . Vendors must demonstrate that they have not been disbarred from the E-rate program and that they are not in a “Red Light” status, as explained at <http://usac.org/cont/late-payments/default.aspx> . The SPIN should be included in the seller’s contact information.

## **E-RATE MINI BID/ MINI QUOTE**

The competitive responses for eligible E-rate Category 2 products/services for the New Mexico Educational Institutions may result in awards to multiple Vendors. Based on this allowance, the New Mexico Educational Institutions reserves the right to award multiple contracts for any one service, if deemed necessary. However, it should be noted that if an individual LEA Group member(s) is purchasing a specific service that is eligible for E-Rate discounts and plans to request such discounts, they must choose the vendor that provides the most cost effective, with price being the most heavily weighted factor, means for providing the product or equivalent product across all Services awarded. If multiple sales contacts are available to provide the eligible service and/or product within the area, and the applicant/Educational Institution plans to use the State’s Form 470, then the participant must follow the “mini-bid” procedures, as explained at <http://www.usac.org/sl/applicants/step02/state-master-contracts.aspx>, as required by Universal Service Administrative Company (USAC)/Federal Communications Commission (FCC). Failure to do so will jeopardize the individual LEA Group member’s E-Rate request. The individual LEA Group members must follow the FCC’s record retention rules as codified in Part 47 Section 54.516 of the Code of Federal Regulations. While the applicants are required to meet and be responsible for the E-Rate mini-bid process, the New Mexico Educational Institutions will provide access to an online tool that will be available for these applicants to post these mini-bid. The New Mexico Educational Institutions chooses to use the term “mini-quote” in lieu the term “mini-bid”. These terms may be used synonymously within this RFP and the New Mexico Educational Institutions. All contract sales contacts and/or New Mexico Educational Institutions Authorized Resellers/Subcontractors will be required to follow instructions and participate. The Mini-Quote System is to become a requirement during the 2017 funding year. The Mini-Quote System is not comprehensive of the vendor offerings, it is a sampling for comparison. Vendors should maintain a comprehensive web site of offerings. All submissions for the Mini-Quote System must use a

template supplied by PED to assist with this process and for the evaluation process of this RFP, a list of current Education Institutions is provided within the pricing worksheets, See Appendix C. The Qualified Responder will indicate which of these addresses that their submitted services and pricing will be available for orders and purchasing in the event an award is made to the Qualified Responder. E-rate does not allow Vendors to change prices over the term of a contract. The awarded agreements resulting from the RFP requirements will provide more details regarding prices/cost. All prices quoted must be in place for the term of the contract. The Mini-Quote System process is not required for all other non-“E-Rate” purchases but is considered a form of a best practice to obtaining the most cost effective means of providing the service or contract products.

### **E-RATE CONTINGENCY**

Contract(s) resulting from this RFP are not contingent upon E-Rate Discounts awarded through the E-Rate Program. The New Mexico Educational Institutions are responsible for filing their own Form 471 and reference the Form 470 that PED filed, or file their own Form 470. If the schools want to work with their public library or form a consortium, PED will work with those schools and libraries on a case by case basis. This may require assistance from the service provider(s). Quotes and pricing offers, based on the awarded contract, given to the eligible LEA Group member by the Contract holder’s identified Sales Contact may be contingent upon E-Rate awarded discount for the given E-Rate Funding Year at the discretion of the applying eligible LEA Group Member.

### **E-RATE PAYMENT PLANS**

In the event a product or service from the awarded service contract has successfully been awarded, the E-Rate discounts applicable by USAC and the Service Provider Invoice method of discounts are to be applied if the applicant chooses the Service Provider Invoice (SPI) method. Then the service provider (contract Sales Contact) must bill the applicant for their share of the transaction at the same time any such invoice is sent to USAC for payment in accordance with FCC rules. If the applicant chooses the BEAR method of invoicing USAC, then the entire amount will be billed to the applicant. In accordance with the FCC rules, the applicant must pay their share within 90 days of payment due date, as explained at <http://www.usac.org/sl/applicants/step06/obligation-to-pay.aspx> . The exception is if there is any special construction involved, the applicant has the option to request the service provider accept payments of the non-discount share of special construction charges in installments up to 4 years. Special construction charges are the engineering, design, project management and construction costs related to new fiber or microwave builds. The service provider will be responsible for filing the appropriate Service Provider

required E-Rate forms, including but not limited to the following FCC Form 473, Form 474, Form 498, and Form 499. Service Providers are required to have a completed Form 473, service provider annual certification, for each relevant year before a Billed Entity Applicant Reimbursement (BEAR) Form known as the FCC Form 472 or the service provider (SPI) form known as the (FCC Form 474) will be paid. Additional information regarding forms instructions can be found at

<http://www.usac.org/res/documents/sl/pdf/forms/FCC-Form-472-Instructions.pdf> ),  
<http://www.usac.org/res/documents/sl/pdf/forms/FCC-Form-473-Instructions.pdf> ,  
<http://www.usac.org/res/documents/sl/pdf/forms/FCC-Form-474-Instructions.pdf>,  
[http://www.usac.org/res/documents/cont/pdf/forms/2013/FCC\\_498\\_Form-Instructions.pdf](http://www.usac.org/res/documents/cont/pdf/forms/2013/FCC_498_Form-Instructions.pdf), and  
<http://www.usac.org/cont/tools/forms/default.aspx> .

### **E-RATE DISCOUNT INVOICING METHOD**

The awarded contract holder providing E-Rate funded discounts on services must also work with the eligible LEA Group member to determine the best method of discount provisions allowed by the E-Rate program. In accordance with FCC rules the LEA will decide whether it prefers to invoice USAC via an FCC Form 472 or Form 474. The contract holder and applicant must work together to determine the best method to be used in the interest of the LEA Group member. The Service Provider(s) will follow the methods of invoicing as defined at link <http://usac.org/sl/service-providers/step05/default.aspx> to avoid nonpayment for services.

### **E-RATE SERVICE PROVIDER STATUS**

Any contract holder, sales contact (company) or authorized New Mexico Educational Institutions Reseller that provides E-Rate eligible products within an awarded service contract must maintain a positive standing with the E-Rate program. They must maintain and provide upon request a Service Provider Identification Number (SPIN) that will correctly identify their business operations with the E-Rate program. Any contract holder, sales contact (company) or authorized New Mexico Educational Institutions Resellers that provides an E-Rate eligible product within an awarded service contract must avoid a “Red Light” status with the FCC.

### **E-RATE SUMMARY**

All E-Rate purchases from the resulting agreements of this RFP by the LEA Group members should comply with E-Rate rules and regulations available at <http://www.usac.org/sl/> . Should the LEA Group member request assistance in the determination of E-Rate eligibility, they should refer to the USAC Web site and then contact the New Mexico Educational Institutions State E-Rate

Coordinator's office at the New Mexico Public Education Department if additional clarification is needed.