



**REQUEST FOR PROPOSALS
FOR
BROADBAND FIBER
OPTICS/INTERNET SYSTEMS**

RFP NO: _____ **PSFA PROJECT NO:** _____

Commodity Code Number(s): _____

For Contracting Agency: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: _____ **TIME:** _____ **P.M. MST** ___ **DST** ___

DELIVER TO: _____

The date and time received will be stamped on the proposals by the District offices. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

A PRE-PROPOSAL CONFERENCE ___ will ___ will not be held.

DATE: _____ **TIME:** _____ **MST** ___ **DST** ___

LOCATION: _____

CITY/STATE/ZIP _____

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive procurement for the _____ School District (herein-after referred to as “District”).

It is the intent of this RFP to obtain quotes/proposals from qualified and experienced Contractors to provide high density, E-rate eligible broadband related equipment and/or services with the ability to leverage federal E-rate funds. Any contract execution by virtue of this RFP shall be subject to FCC, USAC, and applicable New Mexico Statutory Procurement requirements.

The District will lead this procurement process with advisement and assistance of its partner the Public School Facilities Authority (PSFA).

B. BACKGROUND INFORMATION

Senate Bill (SB) 159 was passed into law in March 2014 with an emergency clause due to the need for assistance with broadband in K-12 public schools, including charter schools, located throughout the State of New Mexico, especially in rural areas. The bill allows the Public School Capital Outlay Council (PSCOC) to expend up to \$10 million annually for the next five fiscal years (FY15 - FY19), to correct deficiencies in broadband infrastructure affecting public schools statewide. The PSCOC’s Broadband Deficiencies Correction Program (BDCCP) is for this very purpose; assisting K-12 public schools/districts in gaining access to high speed Internet that is reliable, scalable, and cost-effective.

This RFP is intended to cover E-rate Category One (1) eligible Services/Components. With available funding, the PSCOC plans to assist NM K-12 public schools/districts, including charter schools, with share of Category One (1) E-rate eligible purchases in accordance with the PSCOC’s current district match formula.

C. SCOPE OF PROCUREMENT

This RFP covers and, dependent upon the specific Statement of Work (SOW) detailed in **Exhibit A**, shall require the Contractor to provide one or more of the following E-rate supported Fiber Options.

Option 1. Leased Lit Fiber:

A fixed bandwidth broadband service where the service provider manages the network equipment that places the fiber/other transport medium into service and manages the technical support for the service

Option 2. Leased Dark Fiber:

Service in which the District or School purchases use of a portion of a provider-owned and maintained fiber network separately from the service of lighting (i.e., transmitting information over) that fiber.

Option 3. IRU- Infeasible Right of Use:

Service in which the District or School may lease/purchase (contract) the exclusive, unrestricted, and infeasible right to use a specified capacity on a fiber (Dark Fiber) network for a defined extended period of time.

Option 4. Self-Provisioned Fiber:

Complete District/School ownership of a high -speed broadband network.

The District/School hires a vendor/contractor to construct the network or a portion of the network, and thereafter owns and maintains that network or portion.

The District seeks to procure/lease fiber optic wide-area network/internet system for transmitting and receiving of Data, Voice, and Video. The selected contractor shall be a quality vendor with experience in multi-site installations, and capabilities to provide responsive service for the network systems installed. The wide area network system must meet open industry standards, and meet the requirements established by the District as described in Exhibit A of this RFP.

The selected contractor will be responsible for all design work, procurement of equipment, installation, and cutover details including all planning and training. The selected Contractor may be required to provide systems and hardware, solutions for the proper management, maintenance and monitoring of the system.

C.1. STANDARD, QUALIFICATIONS & REQUIREMENTS

The minimum qualifications of the Offeror(s) as applicable for the services to be provided from this RFP process are generally described as follows:

Contractor shall have an established and proven ability to provide and ensure:

- a. All work shall be performed by qualified personnel (*qualified by applicable education and experience*) that have current and valid professional certifications/licenses.
- b. All personnel maintain the necessary and required certifications/licenses and Standard specific to the services provided, in accordance with all applicable Industry requirements, Federal, NM State, and local rules, regulations and laws,
- c. All services are provided under the supervision of experienced and qualified professionals.
- d. All reports bear technical certifications when appropriate.
- e. All personnel who visit a public school/district site for installation or services must have proof of passing a designated, applicable State/School District Background Investigation/Check.
- f. Have a valid Schools and Libraries Division (SLD) Service Provider Identification Number [SPIN] and never have been suspended or debarred from the E-Rate program.
- g. Have a valid FCC Registration Number.
- h. Vendors of telecommunications services must be eligible telecommunications providers (“common carriers”) as defined by the SLD.
- i. Have up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD.
- j. Be a manufacturer authorized provider of the proposed equipment.
- k. Provide evidence of successful performance in the design and installations of fiber optics network systems, including the installation and configuration of applicable switches, routers, Internet servers, and similar equipment, within the K-12 marketplace during the last 3 years.
- l. Have staff certified for RCDD / Low Voltage for any cabling projects.
- m. Have all engineers and installers bonded and liability insured.
- n. Furnish documentation of all certifications listed herein.
- o. Provide a reference list of # _____ existing K-12 E-Rate customers and the nature of the products and services delivered.
- p. Provide documentation of prior experience successfully implementing comparably SLD-funded E-Rate projects.
- q. Suitably qualified engineers must be available to field supervise all applicable installation work.

- r. Ability to provide clear and detailed (per site per service line item charges) electronic billing statements as well as paper statements.

D. DEFINITIONS OF TERMINOLOGY - COMMON AND TECHNICAL USAGE OF WORDS

The definition of terminology, common and technical words used in this document is governed by and defined in PSFA Form #Con1-2016 (Version 1.0) located under the BDCP Fiber RFP & Agreement Templates header at: <http://www.nmpsfa.org/it/bdcp.htm>

E. PROCUREMENT MANAGER & PROTEST MANAGER

- 1. The District has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, address, and e-mail address are listed below:

Name: _____, Procurement Manager
Address: _____
City, State & Zip: _____

Telephone: _____
Fax: _____
Email: _____

- 2. **Any inquiries or requests** regarding this procurement shall be submitted, in writing, to the **Procurement Manager**. Offerors may contact **ONLY** the Procurement Manager regarding this procurement.
- 3. The **Protest Manager** for this procurement shall be _____ the Certified Chief Procurement Officer (CPO) of the District whose contact information is located on the State of New Mexico General Services/Procurement Department website at: <http://www.generalservices.state.nm.us/statepurchasing/chief-procurement-officer-list.aspx>
- 4. **Protests of the solicitation or award must be delivered by certified/tracked mail via a common carrier such as UPS or FedEx, or the USPS to the Protest Manager. Faxed or e-mailed protests will not be accepted.**
- 5. 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.

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. As a service to the potential Offerors, the Procurement Manager will make copies of those documents that are not available on-line. The library contains information listed below:

The library contains the information listed below:

Procurement Regulations, 1.4.1.1 NMAC - A copy may be obtained from the following website:
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#ProcurementCodeRegulationsExecutiveOrders>

- **Guidelines to the New Mexico Public School Adequacy Standards, etc.**
 - NMAC 6.27.30 Statewide Adequacy Standards
 - NMAC Rules – Public School Capital Outlay Council
 - Master Facility Plan
 - Public School Capital Outlay Council Awards

Copies may be obtained from the following website: www.nmpsfa.org

Additional District specific Request for Proposal (RFP) instructions/information:
Documents the on the District website Offerors might find useful in the development of their proposals:

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:

| | <u>Action</u> | <u>Responsibility</u> | <u>Date</u> |
|-----|--|-----------------------|-------------|
| 1. | Issue RFP | | |
| 2. | Pre-Proposal Conference RSVP | | |
| 3. | Pre-Proposal Conference (<input type="checkbox"/> Non-mandatory <input type="checkbox"/> Mandatory) | | |
| 4. | Intent to Respond to RFP | | |
| 5. | Deadline to Submit Written Questions | | |
| 6. | Response to Written Questions/RFP Amendments | | |
| 7. | Submission of Proposal | | |
| 8. | Proposal Screened & Distribution to Committee | | |
| 9. | Selection of Finalists | | |
| 10. | Interviews with Finalists, if held | | |
| 11. | Final Evaluation Review/Recommendation of Award | | |
| 12. | Contract Negotiations | | |
| 13. | Protest of Award Deadline | | |

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 by the Procurement Manager on behalf of the District.

2. Pre-Proposal Conference RSVP (if Mandatory)

If a Conference is Mandatory, Potential Offerors shall hand deliver or email, return by delivery receipt email or USPS registered or certified mail, to have their organization placed on the procurement distribution list, a letter affirming the intent to attend. The letter shall be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on the date specified.

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 may be held on the day and time shown on the table above at the address shown below. Contact the Procurement Manager for directions.

Location Name: _____
Room: _____
Address: _____
City/State/Zip: _____
Phone: _____

4. Intent to Respond to RFP

Potential Offerors must provide written notice on Attachment A “Intent to Respond to RFP” in order to have their organization placed on the procurement distribution list. The notice shall be signed by an authorized representative of the organization, dated, and returned by close of business by the date shown on the table above to the Procurement Manager.

The Procurement Distribution List will be used for the distribution of written responses to questions and any RFP amendments. Failure to provide notice your organization’s “Intent to Respond to RFP” 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.

5. Deadline to Submit Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date shown on the table above. All written questions must be addressed to the Procurement Manager.

6. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date and time shown on the table above to all potential Offerors whose organization name appears on the procurement Distribution List.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after the answers and/or amendments were issued.

Any modifications to this Request for Proposals shall be made by the Procurement Manager via written addendum with copies sent to all firms on the procurement Distribution List. Only written communications shall be binding.

7. Submission of Proposals

Proposal shall be delivered at the date and time stated in the RFP Schedule, to the location stated herein. Your proposal may be hand-delivered, delivered by a common carrier such as UPS or FedEx, or the USPS. Faxed or e-mailed proposals will not be accepted. Regardless of the method you choose to deliver your proposal, late proposals will not be accepted under any circumstances. It is the Offeror’s responsibility to ensure that the proposal is delivered to the correct location at the appointed time. Your Proposal shall be sealed in an envelope or box and shall be clearly identifiable on the outside of the envelope or box as to its contents.

Mark the outside of the envelope or box as follows:

“RFP # # _____ DUE ON _____ AT _____ PM

Deliver Proposal to:

ATTN: _____

c/o _____

Address: _____

City/State/Zip: _____

Phone: _____

8. Proposals Screened & Distributed to Committee

The evaluation of proposals will be performed by an Evaluation Committee, whose members are selected/appointed by the Procurement Manager. The Committee will be comprised of a minimum of three (3) but not more than five (5) members.

The Procurement Manager will review each proposal package to determine that all Mandatory requirements for submittal have been met. The unopened Cost Proposal packages shall be separated from the Technical Proposals and locked away for evaluation after the Technical Proposals have been scored and ranked.

The evaluation process will commence on the date and time shown in the table above. During the process, the Procurement Manager may, at her/his option, may initiate discussions with Offeror(s) who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Each Evaluation Committee Member, prior to any discussion or meeting as a group regarding the submitted proposals, will individually/independently evaluate the Technical Proposals, and submit their individual completed Initial Proposals Evaluation Sheets to the Procurement Manager for an initial ranking/scoring of the Offerors. After the initial ranking is completed, the Procurement Manager will convene the Committee as a group to collaboratively evaluate the Offerors Technical Proposals and submit their individual Final Proposals Evaluation Sheets to the Procurement Manager.

After the Final Technical Scoring/Ranking is completed by the Procurement Manager, the Cost Proposals will then be opened and evaluated, scored, and ranked. The rank of the Technical Proposal will be added to the rank of the Cost Proposal to determine the short list of Offerors (Finalist) to be interviewed. **The District reserves the right to hold interviews, or not, depending on the outcome of the Technical and Cost Proposal evaluations.**

9. Selection of Finalists

Offerors will be notified of the status of the Selection of Finalists “unofficially” by e-mail with a return receipt, or by certified mail. If you are not selected as a finalist, you will also be notified “unofficially” by e-mail with a return receipt or by certified mail. The e-mail notification or letter shall serve as notice to stand down from the procurement process.

10. Interviews with Finalists, If Applicable/Held

Interviews may be conducted if the Evaluation Committee determines it is in the best interests of the District to do so. Finalists will be notified by e-mail with return receipt and/or in writing, if a

pre-interview meeting will be held for the purpose of distributing questions, rules and schedules for interviews.

The Procurement Manager will schedule the time for each Offeror's presentation. The place and time of interviews will be determined by the number of Offerors on the short list. Presentations shall be held at the location specified in the Finalist Notification Letter.

The District reserves the right to award a single contract or multiple contracts based on an Offeror's qualifications and overall proposal. PSFA may conduct interviews with Offerors where more than one proposal has been submitted in a region if deemed necessary by the evaluation committee.

11. Final Evaluation Review/Recommendation for Award

The recommendation for award(s) will be finalized with the most advantageous Offeror(s) by the date and time shown on the table above. This date is tentative. In the event that mutually agreeable terms cannot be reached within the time specified, the District/Owners reserves the right to finalize an agreement with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points.

The Procurement Manager reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposals; and unless otherwise specified, to accept any item in a proposal.

12. Contract Negotiations

Upon approval of award, the Procurement Manager and Evaluation Committee may negotiate the final contract(s). If the District and the Offeror cannot reach an agreement on the contract terms and conditions, the District may terminate negotiations with the first ranked Offeror and then go to the second ranked Offeror and negotiate a contract. If the second ranked Offeror cannot reach an agreement, the District reserves the right to cancel the procurement and re-advertise the solicitation.

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 15th 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 Protest Manager.

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the applicable provisions of CFR Title 47 Chapter I Subchapter B Part 54 Subpart F and the State of New Mexico Procurement Code Sections 13-1-28 through 13-1-199. This General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the projects will be completed.

1. Acceptance of Conditions Governing the Procurement

Offerors **shall** indicate their acceptance of the Terms, Conditions, and Specifications Governing the Procurement in its letter of transmittal. Submission of a proposal constitutes acceptance of the Proposal Evaluation Factors contained in this RFP.

2. Incurring Cost

Any cost incurred by Offeror(s) 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 the District which may derive from this RFP. The District entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

Use of subcontractors **shall** be clearly explained in the proposal, and major subcontractors must be identified by name. 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 District 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 District 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 District. 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. 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 District 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 District, the State of New Mexico or any of its Agencies to the eventual rental, lease, purchase, etc. of any equipment, software, or services offered 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 District determines such action to be in the best interest of the District, and 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 District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

In the event Offeror's forms or parts of forms are included as an attachment, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Offeror's forms regardless of any statement to the contrary in an Offeror's form(s) or proposal. Notwithstanding the preceding sentence, the District reserves the right to consider the Offeror's additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Offeror in response to this RFP. Unless the District specifically agrees in an express written amendment of this solicitation, terms and conditions on Offeror's forms shall be of no effect.

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 District 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

In additions to the Terms and Conditions listed verbatim in this RFP, the Terms and Conditions contained in the Services Contract/Agreement (*herein after referred to as Sample Agreement*) are equally applicable to this solicitation/procurement process, and are incorporated herein and made a part of this RFP to the same extent as if they have been set out verbatim. A PDF Version of the Sample Agreement is located at, and Contractors participating in this RFP process, shall obtain a copy from: <http://www.nmpsfa.org/it/bdcp.htm> located under the BDCP Fiber RFP & Agreement Templates header.

The contract between a District and a contractor will follow the format specified by the District and contain the terms and conditions set forth in the Sample Agreement. However, the contracting District reserves the right to negotiate provisions in addition to those contained in this RFP Sample Agreement 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 District discourages exceptions from the contract terms and conditions as set forth in this RFP and Sample Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Procurement Manager, 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/contract rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Evaluation Committee or Procurement Manager 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 Agreement are not acceptable to 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.

The District may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the RFP, offers may not be submitted for quantities less than those specified. The District reserves the right to make awards to multiple

contractors on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

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 District. Please see Section II.C.16 for requirements.

The Evaluation Committee or Procurement Manager may, in its sole discretion, evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. By execution and delivery of this Request for Proposal and response(s), the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless expressly accepted by the District.

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 District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may, via the Procurement Manager, 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/Procurement Manager 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.

20. Change in Contractor Representatives

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

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. District Rights

The District reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Cost Adjustments

Pursuant to 13-1-161, NMSA 1978, Price Adjustments, the District hereby agrees to review a request by an Offeror awarded a contract to an adjustment in hourly rates at the end of a contract period, prior to the extension of the contract awarded for a consecutive year. Contractor(s) must provide detailed documentation and assessment as to the reasons for the request for an increase in price. The District will evaluate the request and write a determination to allow negotiations, or deny an adjustment to costs pertaining to the services proposed and agreed upon in the agreement.

24. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District 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.

25. Ownership of Proposals

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

26. Indemnification

The Contractor shall defend, indemnify and hold harmless the District and the State of New Mexico from all actions, proceeding, 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, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any 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) days after it receives notice thereof, notify the legal counsel of the District and the Risk Management Division of the New Mexico General Services Department by certified mail.

27. 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 District.

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 District's written permission.

28. Internet Access & E-mail address required

A large part of the communication regarding this procurement will be conducted via the School/District/PSFA website and by electronic mail (e-mail). Offeror must have Internet Access and a valid e-mail address to receive correspondence.

29. 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 District, the Offeror acknowledges that the version maintained by the District shall govern. Please refer to:

30. 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.insurenewmexico.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.

31. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Attachment 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.

32. 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.

33. 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, District 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, District 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 Agency, State Agency, District 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 Purchasing Agent or the District's Chief Procurement Officer 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.

34. New Mexico Preferences

THIS PROVISION IS NOT/CANNOT BE APPLICABLE TO ANY PROCUREMENT RELATED TO E-RATE REQUIREMENTS WHICH INCLUDES FEDERAL FUNDS.

35. Requirement for Bid Security

Bid security shall be required for construction contracts when the price is estimated to exceed twenty-five thousand dollars (\$25,000). Bid security in an amount equal to at least five percent of the amount of the bid shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the State Agency, District or a local public body.

36. Bonding of subcontractors

When applicable, subcontractors shall be required to provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. (Reference 13-1-148.1 NMSA 1978)

37. Public Works Act

Any contract or project resulting from this RFP shall comply with the applicable provisions NMSA Article 4 Public Works, including but not limited to Section 13-4-10 through 13-4-17 NMSA 1978 "Public Works Minimum Wage Act" and 13-4-18 NMSA 1978 Construction contract performance and payment bonds.

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, 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 shall deliver:

1. **Technical Proposals** – One (1) ORIGINAL HARD COPY and one (1) Electronic Copy (USB Jump Drive) of the proposal containing ONLY the Technical Proposal. **The electronic version/copy can NOT be emailed.**
2. **Cost Proposals** – One (1) ORIGINAL HARD COPY and one (1) Electronic Copy (USB Jump Drive) of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders and sealed envelopes from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposals **must** mirror the physical binders submitted. **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 RFP may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be typewritten or printed sheet faces of text and/or graphic material on standard 8 1/2" x 11" paper (larger paper, 11" x 17", is permissible for charts, spreadsheets, etc.) and placed in a three (3) binder with labels/tabs identifying each section. **If there is any question regarding format requirements they shall be directed to the Procurement Manager's office for clarification, prior to submittal of documents.**

Submit one (1) each printed, signed, and dated original Technical Proposal (Volume 1) and Cost Proposal (Volume 2), clearly marked "Original" and two (2) separate USB Jump Drives (one (1) Jump Drive each for Volume I and Volume II) in PDF format. The required quantity of copies must be submitted to Procurement Manager at the location specified herein on or before the closing date and time for receipt for proposals for a proposal to be considered responsive to this RFP. The Cost Proposal (Volume 2) inclusive of the Jump Drive, shall be submitted in a sealed envelope and clearly identified on the outside of the envelope as the Cost Proposal.

1. Proposal Content and Organization

Proposals shall contain concise responses to satisfy the requirements of this Request for Proposals with an emphasis on completeness and clarity. Proposals shall follow the same sequence and outline as the Request for Proposals. **Each paragraph or question including associated number shall be restated followed by the Offeror's response to that item.**

General RFP Submittal Guidelines

- a. Non-conforming RFP submittals may be rejected. Please read all instructions carefully.
- b. Comply with all RFP requirements.
- c. Evidence of insurance shall be included in the proposal in the form of a current Certificate of Insurance.

Non-Conforming Proposal

Any proposal deemed non-conforming by the Procurement Manager in regard to format will be considered non-responsive. Offerors shall contact the Procurement Manager to clarify any questions concerning format prior to submission.

Proposal Signature:

Proposal shall include the complete mailing address of the Offeror and shall be signed by an authorized representative of the Offeror by original signature with the signer's full name and legal title typed below the signature line. Each proposal shall include the Offeror's Federal Employer's Identification Number or Social Security Number as applicable.

Amendments:

Offeror shall acknowledge receipt of any amendments to this Request for Proposals on Attachment C. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this Request for Proposals shall be issued only by the Procurement Manager in writing.

The number of pages for Proposal materials *excluding mandatory pages such as the Letter of Transmittal, Table of Contents, and Attachments*, shall not exceed forty-five (45) (*pages shall be sequentially numbered*) excluding Attachments A through _____.

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.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Within each section of the proposal, Offerors shall address the items in the order indicated below. Any and all forms provided in this RFP, and required to be submitted, shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in Binder #2.

The proposal summary is optional and 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.

Technical Proposal (Binder/Volume 1):

- a. Letter of Transmittal
- b. Table of Contents

- c. Proposal Summary – Introduction (optional)
- d. Corporate Information/Experience
 - Organizational/Corporate Experience
 - Organizational References (*Minimum of 3 References*)
 - Key Personnel/Resumes
 - Financial Stability (*Financial information considered confidential may be placed in a **Confidential Information** binder*)
- e. Technical Approach
- f. Management Approach
- g. Project Performance History
- h. Other Value Added Services
- i. Attachments:
 - Certificate of Insurance - *Mandatory*
 - Attach State of NM W-9 - *Mandatory*
 - Completed Attachment B, Campaign Disclosure Form – *Mandatory*
 - Mandatory*
 - Attachment C, Acknowledge of Receipt of Amendments - *Mandatory*

Letter of Transmittal, supra, must include the following information:

- a. *Identify the submitting organization and NM CRS number*
- b. *Identify name and title, telephone and fax numbers, and e-mail address of the person(s) authorized by the Offeror to contractually obligate the organization for the purpose of this proposal*
- c. *Identify the name, title(s), telephone and fax number(s) and e-mail address of the person authorized to negotiate the contract on behalf of the organization*
- d. *Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification questions regarding this RFP*
- e. *Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 2.8 of this Request for Proposals.*
- f. *Be signed by a person authorized to contractually obligate the organization*
- g. *Acknowledge receipt of any and all amendments/addenda to this RFP*

Cost Proposal (Binder/Volume 2):

1. Completed Cost Response

Cost Proposal shall be submitted in a SEALED ENVELOPE clearly marked on the outside of the envelope as follows:

“Cost Proposal RFP # _____”

Name of Firm

NOTE: The Cost Proposal Sealed Envelope may be inserted inside Volume 1 to insure that it is not misplaced.

Provide a breakdown of costs to perform the work. Costs proposed should be in direct relationship to the services offered in relation to the Technical Approach and Other Value Added Services. Pricing and cost data shall be provided as described below.

By submitting a proposal, the Offeror certifies that its pricing was developed independently and without collusion, communication, consultation, or agreement related to pricing in any manner with other Offerors, competitors or public employees.

The Cost Proposal shall be sealed in an envelope that is identified with the Offeror's name marked "COST PROPOSAL" and must be submitted with the Offeror's proposal. Offerors shall use the **Cost Proposal Form included in this RFP as Attachment D**. The Cost Proposal Form shall include required disciplines, overtime, travel, per diem, and reimbursable expenses, for all services requested. Profit and overhead shall be incorporated into the rates.

Offerors are expected and shall provide/submit cost/pricing information for all staffing/labor, services, equipment, administration (overhead), and management costs that are directly or indirectly associated with providing the applicable and specific Services and Products. Said associated cost/pricing shall be included in/with the product or service to which it specifically applies.

Cost/pricing for services, staffing, equipment/hardware/software not enumerated in the submitted cost/pricing proposal, which is, or reasonably directly or indirectly associated with, necessary, or required in providing an applicable Services or Products, shall be assumed to be included in the proposals' cost/pricing for the services or products to be provided and no additional cost, not specifically associated with the services or product, shall be applicable or allowed.

Each Offeror shall clearly indicate (mark by page, etc.) if elements of this section are requested to be treated as proprietary. The responsible District official will make the final decision if this is to be treated as proprietary.

Per Diem

This represents the maximum allowable per day rate paid to the Contractor who have to stay overnight or weekly while working on a project. Offerors shall be paid Per Diem per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978, and the New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. (*Applicable only if the mileage to the project site exceeds 85 Driving Miles from the Mobilization Base, and if the contractor's staff stays overnight.*)

Mileage Rate

This represents the per mile rate paid to the Contractor when a company/individual owned vehicle is used for transportation to the project site from the Contractor's home office, outside a 85 Driving Miles to the project. Offerors shall be paid mileage per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978 and the New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. (*Applicable only if the mileage to the project site exceeds 85 Driving Miles from the Mobilization Base.*)

Transportation - Air Fare and Vehicle Rental

The Offeror may, at their own discretion, choose to markup air fare and vehicle rental fees when approved, as applicable. This represents the cost for providing public transportation and/or vehicle rentals, if approved, to travel to and from a project site. Offerors are to indicate the percentage of mark-up/overhead/processing costs to be added to the actual expense incurred by the Offeror to provide this type of transportation. Example: Airfare was two hundred dollars (\$200.00), the Offeror invoices the Owner/PSFA two hundred twenty dollars (\$220.00), and therefore the percentage of mark-up/overhead/processing costs would be ten percent (10%).

Reimbursable Expenses

This represents the cost of expenses other than Travel, Per Diem, Transportation, or Mileage. Those items such as supplies, materials, or services shall be identified separately. Offerors are to

indicate the percentage of mark-up/overhead/processing costs to be added to the actual expense incurred by the Offeror.

Travel, Per Diem, Transportation, Mileage, Reimbursable Items, Overtime

Travel, Per Diem, Transportation, Mileage, and any Reimbursable Expenses shall be identified separately from hourly rates. Any costs associated with travel, per diem, gross receipts taxes, reimbursable items, and the like will appear as separate line items on the Offeror's proposal and on quotes/proposals for projects.

Limitation for Mileage, Overtime

In preparing a proposal for a project, mileage and per diem may be added for mileage, to a location of the project, that exceeds 85 driving miles (for Per Diem), and exceeds 85 driving mile (for Mileage) from the mobilization base of the staff assigned to a project. If overtime is required and approved to meet a project's timelines, the additional costs must be clearly identified and must be approved by PSFA.

Separate Line Items to be shown

If required due to unforeseen circumstances, and if approved by the District Representative, other travel, air fare, car rental, per diem and reimbursable charges shall be identified separately from hourly and overtime rates on invoices. Offerors are encouraged to demonstrate cost savings, identify reimbursable items, and any other costs that are not covered in the detailed Evaluation Criteria.

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 (See Exhibit A)

Exhibit A is used by the District to define the Scope of Work they require of the Offerors, it is attached to this RFP and incorporated herein by way of this reference.

B. TECHNICAL SPECIFICATIONS (See Exhibit A)

This section is incorporated into Exhibit A and used by the District to define the Technical Specifications they require of the Offerors. District may add additional evaluation factors as needed. Make sure yours matches exactly the criteria outlined in Section V, Evaluation Point Summary.

Exhibit A is hereby incorporated and made a part of this Article IV, Sections A and B to the same extent as if it has been set out verbatim in this Article and Section.

1. Organizational Experience

Offerors **must**:

- a) Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of fiber optics related and associated services. All fiber optics related and associated services provided to private sector will also be considered;
- b) Indicate how many fiber optics related and associated services have been provided in the last two years and what percentage of business revenue is derived from fiber optics related and associated services engagements;
- c) Describe at least two project successes and failures of a fiber optics related and associated services engagement. Include how each experience improved the Offeror's services.

2. Organizational References

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.

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 District 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.

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. Oral Presentation (*Evaluation Optional Requirement*)

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the District. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

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/Payment Surety Bond

Offeror(s) must have the ability to secure a Performance/Payment Surety Bond in favor of the District to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance/Payment 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. The letter **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 Attachment B)

5. Cost

Offerors must complete the Cost Response Form in Attachment D. Cost will be measured by one-time and recurring costs which are E-rate eligible. All charges listed on Attachment D must be justified and evidence of need documented in the proposal.

The costs reflected in your proposal must be the Lowest Comparison Price (LCP) Corresponding Cost under the E-Rate rules. LCP is defined as “the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services.” Any fee schedule submitted must include labor, equipment, materials, travel, overtime, etc., as it relates to this solicitation.

All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with CFR Title 47 Chapter I Subchapter B Part 54 Subpart F §54.511.

6. Resident Business or Resident Veterans Preference

RESERVED

7. Insurance Requirements

Contractors shall submit with their Proposal and prior to any work/services to be performed for any project under any Agreement issued, proof of insurance via Certificate of Insurance for all applicable coverages. The listing of applicable coverages are contained in Article 22 of the Sample Agreement

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.

| Factors | Points Available |
|--|---|
| Technical Specifications | Points must be assigned and defined for all factors (must total 100% of available points) |
| Organizational Experience (<i>Combined a thru d Total</i>) | |
| a. Corporate Information/Experience | |
| b. Key Personnel | |
| c. Technical Approach | |
| d. Management Approach | |
| COMBINED TOTAL | |
| Organizational/Project Performance References | |
| Oral Presentations (<i>If Applicable</i>) | |
| Mandatory Specification | |
| Desirable Specification | |
| Business Specifications | |
| Financial Stability | Pass/Fail |
| Performance/Payment Surety Bond | Pass/Fail |
| Letter Of Transmittal | Pass/Fail |
| Signed Campaign Contribution Disclosure Form | Pass/Fail |
| Applicable Insurance Certificates | Pass/Fail |
| Cost (<i>Must be the highest weighted factor in terms of points</i>) | |
| TOTAL | 100 points |

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Organizational Experience

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

a. *Corporate Information/Experience*

The Evaluation Committee will evaluate the information provided by each Offeror that documents 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.

b. Key Personnel

The Evaluation Committee will evaluate the information provided by each Offeror that documents qualifications, background, experience, and availability to perform all aspects of the work for key personnel proposed for the type of services required.

c. Technical 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 of 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.

d. Management Approach

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 projects.

2. Organizational/ Project Performance References (See Table 1)

The Evaluation Committee will review details submitted by each Offeror on projects performed within the past five (5) years as well as any current projects or contracts with government agencies and private industry with respect to such factors as relevance 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.

3. Oral Presentation (*If Applicable*) (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the District will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

4. Mandatory Specifications

Points will be awarded based on the Offeror meeting all of the mandatory RFP Terms, Conditions, Requirements and the Statement/Scope of Work contained in this RFP, inclusive of Exhibit A.

5. Desirable Specifications

Points will be awarded based on the Offeror matching desirable RFP Terms, Conditions, Requirements and the Statement/Scope of Work contained in this RFP, inclusive of Exhibit A.

6. Financial Stability

Pass/Fail only. No points assigned.

7. Performance Bond

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

8. Letter of Transmittal

Pass/Fail only. No points assigned.

9. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

10. Cost

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{Available Award Points}$$

11. C.6. New Mexico Preferences

RESERVED

A. New Mexico Business Preference

RESERVED

B. New Mexico Resident Veterans Business Preference

RESERVED

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.
3. The Evaluation Committee may use other verifiable sources to perform the evaluation.
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 District taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. All final calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
6. **A maximum total of 100 points** are possible in scoring each proposal for determining the shortlist of firms for further evaluation. The Evaluation Committee will evaluate the proposals and if it is determined that Offerors will be interviewed, the Procurement Manager will notify the Shortlist Finalists. Offerors that do not make the Shortlist will also be notified.
7. All committee rankings are public record and will be available for public inspection at the District offices after final award of contracts. Individual scores and rankings by each committee member

shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

| Scoring | | Numerical Ranking |
|---------|-----|-------------------------------------|
| Firm A | Tie | $(1\text{st} + 2\text{nd})/2 = 1.5$ |
| Firm B | Tie | $(1\text{st} + 2\text{nd})/2 = 1.5$ |
| Firm C | 3rd | $= 3$ |

A tie for first, at the end of the final rankings after the completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee

8. The Procurement Manager shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.

ATTACHMENTS

ATTACHMENT A
INTENT TO RESPOND TO RFP FORM

REQUEST FOR PROPOSALS

TITLE: E-Rate _____ **Services - RFP #** _____

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

This acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than close of business on _____, the close of business is 5:00 PM MST. Failure to return this form with the intention of submitting a proposal will jeopardize the receipt Offeror written questions and the District's 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:** _____

ALTERNATE CONTACT INFO

NAME: _____ **e-mail:** _____

PHONE No. :(____) _____

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

Place an "X" on the appropriate statement below:

___ Firm **DOES INTEND** to respond to this Request for Proposals.

___ Firm **DOES NOT INTEND** to respond to this Request for Proposals.

Procurement Manager:

Name:
Title:
District Name:
Address:

TELEPHONE:
Fax Number:
E-mail:

ATTACHMENT B (Mandatory) CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)
(Attach extra pages if necessary)

Signature

Title/Position

Date_____

--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.

Signature

Title (Position)

Date _____

**ATTACHMENT C
ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

TO RFP # _____

I hereby attest that I have received the following amendment(s) to the RFP _____ as follows:

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

Signed by: _____ TITLE: _____