

**State of New Mexico**

**Public School Facilities Authority**

**REQUEST FOR PROPOSALS (RFP)**

**WAN Fiber Services**

**RFP# 001-2016**

Release Date: 02/19/2016

**DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_March 21, 2016 – 3:00PM\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cimarron Municipal Schools 125 N. Collison, Cimarron New Mexico 87714**

**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**

**PRE-PROPOSAL CONFERENCE SHALL BE HELD AS FOLLOWS:**

**DATE: \_\_February 29, 2016\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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# I. INTRODUCTION

## 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 Cimarron Municipal Schools (herein-after referred to as “District”).

In an effort to provide all NM K-12 public schools, including charter schools, with scalable infrastructure, the State of New Mexico Public School Capital Outlay Council’s (PSCOC) Broadband Deficiencies Correction Program (BDCP), which is currently managed by the Public School Facilities Authority (PSFA), is assisting public school districts with the procurement of E-rate eligible Special Fiber Construction Projects. During this process, the State of New Mexico Public Education Department (PED) will submit 470 E-rate forms on behalf of the schools soliciting proposals for fiber based circuits. Individual schools will lead the procurement process under the advisement of project partners (PED, State of New Mexico Department of Information Technology (DoIT), Education Superhighway (ESH), and PSFA).

## BACKGROUND INFORMATION

The District is seeking three options for bids. Respondents may bid one, two, or three options. The first option is a fully managed, lit fiber service WAN to these locations. The second option is for a leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and management. The third option is for self provisioned fiber construction (district owned fiber) to the designated locations and includes special construction, fiber maintenance and management.

All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the bids and both a short term and long term cost effectiveness analysis, the District will determine which, if any, of the lit service or leased dark fiber or some combination of solutions is acceptable. The specifications related to each solution option are as follows.

## SCOPE OF PROCUREMENT

Cimarron Municipal Schools wishes to compare Lit Services, Dark Fiber services and self provisioned fiber construction for the completion of their district Wide Area Network (WAN). The District needs connections between the following sites:

* **Eagle Nest Elementary & Middle School** Latitude: 36.556017, Longitude: -105.267536 to **Cimarron Elementary & Middle School** Latitude: 36.510087, Longitude: -104.922337
* **Cimarron High School** Latitude: 36.513053, Longitude: -104.920629 to **Cimarron Elementary & Middle School** Latitude: 36.510087, Longitude: -104.922337
* **Moreno Valley High School** Latitude: 36.407998, Longitude: -105.280511 to **Cimarron Elementary & Middle School** Latitude: 36.510087, Longitude: -104.922337
* **Cimarron High School** Latitude: 36.513053, Longitude: -104.920629 to **Cimarron Library** Latitude: 36.511034, Longitude: -104.915028

Internet Access will be needed at the following sites:

* **Cimarron Elementary & Middle School** Latitude: 36.510087, Longitude: -104.922337
* **Cimarron Library** Latitude: 36.511034, Longitude: -104.915028
* In each building, respondent must run infrastructure or service to an existing network closet designated by District, and identified by “Location on campus” field on the “Addresses” worksheet of attached pricing spreadsheet or by site walk-through.

The new service is being planned to begin on July 1, 2016, which represents the expiration of the current leased WAN service.

PLEASE NOTE:

* If this is a procurement that will result in a contractual agreement between two parties, the procurement may ONLY be used by those two parties exclusively.

### *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:

* All work shall be performed by qualified personnel *(qualified by applicable education and experience)* that have current and valid professional certifications/licenses.
* 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,
* All services are provided under the supervision of experienced and qualified professionals.
* All reports bear technical certifications when appropriate.
* 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.

• Have a valid SLD Service Provider Identification Number [SPIN] and never have been suspended or debarred from the E-Rate program.

• Have a valid FCC Registration Number.

 • Vendors of telecommunications services must be eligible telecommunications providers (“common carriers”) as defined by the SLD.

 • Have up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD.

 • Be a manufacturer authorized provider of the proposed equipment. *(For example, if Cisco equipment is being recommended, provider might show evidence of being a Cisco network partner.)*

 • Provide evidence of successful performance in the installation of the recommended brands of switches, routers, Internet servers, and similar equipment, within the K-12 marketplace during the last 3 years.

 • Have on staff a MCSE + Internet Engineer for any Windows Server projects.

 • Have Apple-certified staff for any Mac Server installation projects.

 • Have staff certified for RCDD / Low Voltage for any cabling projects.

 • Certified Drug Free Workplace.

 • Have all engineers and installers bonded and liability insured.

 • Furnish documentation of all certifications listed herein.

 • Provide a reference list of three (3) existing K-12 E-Rate customers and the nature of the products and services delivered.

• Provide documentation of prior experience successfully implementing comparably

SLD-funded E-Rate projects.

• Suitably qualified engineers must be available to field supervise all installation work. *(For example, Vendors of Cisco equipment must provide a Cisco CCNP/ CCIE. Cabling Vendors must provide an RCDD to field supervise the installation work on this project.)*

 •Ability to provide clear and detailed (per site per service line item charges) electronic

billing statements as well as paper statements.

## PROCUREMENT MANAGER

1. Cimarron Municipal Schools has 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: Adán Estrada

Address: Cimarron Municipal Schools

125 N. Collison

Cimarron New Mexico, 87714

Telephone: (575) 376-2445

Fax: (575) 376-2442

Email: aestrada@cimarronschools.org

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

Name: Adán Estrada

Reference RFP Name: Wide Area Network Services RFP

Address: 125 N. Collison

Cimarron New Mexico, 87714

1. **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 PSFA. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.**
2. 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.

## DEFINITION OF TERMINOLOGY

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

**“Agreement”** is the contract between District and the Contractor that includes the RFP documents and all amendments to the contract and RFP documents.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**“CIMS”** is PSFA’s internet/web based Construction Information Management System.

“**Close of Business**” means 4:30 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**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.

“**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**" means any business having a contract with a District, State Agency or local public body.

“**Desirable**" the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**District**” means Cimarron Municipal Schools, the entity sponsoring the Procurement action.

“**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.

“**Evaluation Committee (*Selection Committee*)**" means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**IT**” means Information Technology.

“**Mandatory**" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**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.

“**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

**"Owner"** is the District. And **“Co-Owner”** is PSFA

“**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 District or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Primary Contractor”** is the contractor whose proposal is determined to be the most responsive, responsible offer in proposing to perform work.

“**Procurement Manager**” means any person or designee authorized by a District or local public body to enter into or administer contracts and make written determinations with respect thereto.

**“Procurement Officer or Procurement Office”** as defined in State of New Mexico Procurement Code Section(s) 13-1-37, 13-1-38.1, and 13-1-97, shall be deemed to be synonymous.

“**Procuring District**" means all State of New Mexico agencies, commissions, institutions, political subdivisions,School Districts, and local public bodies allowed by law to entertain procurements.

“**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.

**"Public School Facilities Authority (PSFA)"** is a State Agency, under the Public School Capital Outlay Council (PSCOC) charged with responsibility for overseeing projects and may/shall, in certain instances, serve as the owner’s representative for work performed under this RFP.

**"Public School Capital Outlay Council (PSCOC)"** is the body with responsibility to approve allocations for public school capital outlay assistance.

“**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.

“**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**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.

“**Responsive Offer**" or means an offer which 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.

“**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.

“**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“**State (the State)**” means the State of New Mexico.

“**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.

“**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.)

“**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.

**"User"** means the school district staff occupying the facility or facilities, for which a project(s) is being designed, repaired, renovated or corrected.

**"User Contact"** is the person designated by the District to speak on behalf of the School District staff concerning the scope of work and programming requirements for the project(s).

“**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.*

## 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:

Procurement Regulations and Request for Proposal – RFP instructions:

The library contains the information listed below:

**Procurement Regulations, 1.4.1 NMAC**

A copy may be obtained from the following website: [www.state.nm.us/spd](http://www.state.nm.us/spd)

● **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](http://www.nmpsfa.org/)

# II. CONDITIONS GOVERNING THE PROCUREMENT

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

## SEQUENCE OF EVENTS

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

|  |  |  |
| --- | --- | --- |
| **Action** | **Responsible Party** | **Due Dates** |
| 1. Issue RFP | District | 02/19/2016 |
| 2. Distribution List | District | 02/29/2016 |
| 3. Pre-Proposal Conference | District | 02/29/2016 2:00 PM |
| 4. Deadline to submit  Questions | Potential Offerors | 03/02/2016 3:00 PM |
| 5. Response to Written  Questions | Procurement Manager | 03/04/2016 |
| ***6. Submission of Proposal*** | ***Potential Offerors*** | ***03/21/2016 2:00 PM*** |
| 7. Proposal Evaluation | Evaluation Committee | 03/22/2016 |
| 8. Selection of Finalists | Evaluation Committee | 03/23/2016 |
| 9. Oral Presentation(s) (if needed) | Finalist Offerors | 03/24/2016 |
| 10. Finalize Contractual Agreements | District/Finalist Offerors | 03/28/2016 |
| 11. Contract Awards | District/ Finalist Offerors | 03/31/2016 |
| 13. Protest Deadline | District | 04/15/2016 |
| 14. File 471 (Deadline April 29) | District | 04/29/2016 |

## EXPLANATION OF EVENTS

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

### Issuance of RFP

This RFP is being issued on behalf of the Cimarron Municipal Schools on February 19, 2016.

Acknowledgement of Receipt

Potential Offerors should hand deliver, return by delivery receipt email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, Attachment 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 February 29, 2016.

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.

### Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the sequence of events beginning at 2:00pm Mountain Standard Time/Daylight Time in the 125 N. Collison, Cimarron New Mexico, 87714. 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.

### 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 3:00 PM Mountain Standard Time/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.

### 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 notice 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 www.cimarronschools.org

### 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 DATE TIME (MDT) ON **MARCH 21, 2016**. 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. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ***Wide Area Network Fiber Services RFP#001-2016***. **Proposals submitted by facsimile, or other electronic means 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 District signature on the contract(s) resulting from the procurement has been obtained.

### 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.

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.

### 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 Procurement Manager.

### 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 District Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Cimarron Municipal Schools reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

### Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the District Procurement Officer/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 District Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Cimarron Municipal Schools, 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 State approval.

### 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 4:30 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 party listed below. The protest must be delivered to:

Adán Estrada

125 N. Collison

Cimarron New Mexico, 87714

Protests received after the deadline will not be accepted.

## GENERAL REQUIREMENTS

### 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.

### 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.

### 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.

### 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 District awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 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.

### 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.

### 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.

### Disclosure of Proposal Contents

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:

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.

Confidential data is restricted to:

confidential financial information concerning the Offeror’s organization;

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.

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.

### No Obligation

This RFP in no manner obligates the District, 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.

### 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.

### 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.

### 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 Consultant 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.

### 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.

### 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.

Contract Terms and Conditions

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 Contract. However, the contracting District 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 District 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 District (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/Agreement strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The District 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 District 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.

### 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.15 for requirements.

**The District 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.**

### 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.

### 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.

### 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.

### 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.

### 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.

District Rights

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

### 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 consulting services proposed and agreed upon in the agreement.

### 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.

### Ownership of Proposals

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

### 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.

### 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.

### 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).

### 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.

### New Mexico Employees Health Coverage

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.

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.

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/>.

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.

### Campaign Contribution Disclosure Form

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

### Letter of Transmittal

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

Identify the submitting business entity.

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.

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).

Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.

Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.

Describe the relationship with any other entity which will be used in the performance of this awarded contract.

Identify the following with a check mark and signature where required:

Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;

Explicitly indicate acceptance of Section V of this RFP; and

Acknowledge receipt of any and all amendments to this RFP.

Be signed by the person identified in para 2 above.

### Pay Equity Reporting Requirements

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.

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.

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.

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.

### Disclosure Regarding Responsibility

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:

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;

has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

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;

violation of Federal or state antitrust statutes related to the submission of offers; or

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;

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;

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.

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.

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.

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.)

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.

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.

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.

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.

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.

### 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>.

**New Mexico Business Preference**

**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.

**A District 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.**

1. **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.

1. **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)

1. **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

## NUMBER OF RESPONSES

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

## NUMBER OF COPIES

### 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 HARD COPY, and one (1) electronic copy (USB Jump Drive) 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

1. **Cost Proposals** – One (1) ORIGINAL, one (1) 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 from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted. **The electronic version can NOT be emailed.**

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.

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.

## PROPOSAL FORMAT

All proposals must be typewritten or printed sheet faces of text and/or graphic material on standard 81/2” x 11” paper (larger paper, 11” x 17”, is permissible for charts, spreadsheets, etc.) and placed in a three (3) binder with labels 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.**

### 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 requirements of Section 2.6

c. Evidence of insurance should 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 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 H 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 thirty-five (35) *(pages shall be sequentially numbered)* excluding Attachments A through J.**

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/Volume 1):

* 1. Signed Letter of Transmittal
  2. Table of Contents
  3. Proposal Summary (Optional)
  4. Response to Contract Terms and Conditions
  5. Offeror’s Additional Terms and Conditions
  6. Response to Specifications **(except cost information which shall be included in Cost Proposal/Binder 2 only)** 
     1. Organizational Experience
     2. Organizational References
     3. Oral Presentation (conditional)
     4. Mandatory Specification
     5. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
     6. Performance/Payment Surety Bond
     7. Signed Campaign Contribution Form
     8. New Mexico Preferences (If applicable)
  7. Other Supporting Material/Value Added Services (If applicable)
  8. Attachments:

Attachment A – Acknowledgement of Receipt Form, Mandatory

Attachment B – Intent to Respond to this RFP

Attachment C – STATE of NMW-9, Mandatory

Attachment D – Campaign Disclosure Form, Mandatory

Attachment E – Letter of Transmittal Form

Attachment F – Organizational Reference Questionnaire

Attachment G – Resident Veterans Certification

Attachment H - Acknowledgment of Receipt of Amendments, Mandatory

Attachment I – VOLUME II – Cost Proposal Form, Mandatory

Attachment J – Design Specifications

Attachment - Any Exceptions to Contract Terms & Conditions

Certificate of Insurance – *Mandatory*

*Sample/Example Contract Agreement*

**Cost Proposal** (Binder/Volume 2)**:**

1. Completed Cost Response Form

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 form.

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.

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 Consultants, 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 document as Attachment G. 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 hourly rates.

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 total mileage to the project site exceeds 85 Driving Miles from the Mobilization Base, and if the contractor’s staff stays overnight. - Reference Attachment G for additional clarification.)*

**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 mile 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 total mileage to the project site exceeds 85 Driving Miles from the Mobilization Base. - Reference Attachment G for additional clarification)*

**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 if the location of the project is more than 85 driving miles (for Per Diem), and 85 driving mile (for Mileage) from the mobilization base of the staff assigned to a project - *Reference Attachment G for additional clarification and requirements*. If overtime is required to meet the 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 PSFA Regional Manager and 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.

## DETAILED SCOPE OF WORK

**Lit Service:**

Cimarron Municipal Schools must have dedicated Lit Transport Bandwidth throughput (upload and download) scalable from 100 Mbps to 1 Gbps and upgradable to 10 Gbps with Service Level Agreement (SLA) guarantees between the designated endpoints. **All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism.**

### *Lit Service Price Proposal*

The “Lit Pricing Sheet” worksheet in the attached spreadsheet includes columns for respondents to provide 100 Mbps to 1Gbps (in 100 Mbps increments) to 10Gbps pricing (in 1Gbps increments) between the hub and the various endpoints. Price quotes are requested for 12 month, 36 month and 60 month terms of service. Prices should be all- inclusive. All-inclusive in this case means, including all **special construction or non-recurring costs (NRC)** (see description in later section) required by the vendor to commence service and all **monthly recurring costs (MRC)** should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

### *Additional Description*

### Each lit service response must also include description of proposal, SLA, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections.

1. **Leased Dark Fiber**

As an alternative, respondents can quote a leased dark fiber network solution between the designated endpoints.

### *Lease Price Proposal*

Each respondent is required to complete the pricing matrix appended as the “Leased Dark Fiber” worksheet in the spreadsheet accompanying this RFP. Respondents are encouraged to separate special construction charges as defined by E-rate eligibility rules. Preference will be given to proposals that offer pricing with most of the costs being paid up-front and minimal MRC and annual maintenance costs.

### *Additional Description*

Each leased dark fiber response must also include description of proposal, description of maintenance, SLA, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections. Management can be bid “bundled” with a leased dark fiber bid, or as a stand alone bid and must be described as such.

1. **Self Provisioned Fiber Construction Specifications**

* Respondent shall describe the technical specifications of their design, highlight any specifications that are outside of normal standards, and for what reason,
* Respondent shall identify all potential Right of Way hazards,
* Respondent shall indicate ownership of all poles, conduit, etc on the fiber path,
* Cimarron Municipal Schools shall be responsible for the payment of any permitting fees and shall be the owner of said facilities, but the respondent shall manage the paperwork and filing of the permits,
* All highway shoulders, schoolyards, and ditch lines will be compacted and restored to satisfactory condition,
* Respondent shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide the owner with the db loss of each fiber segment,
* Cimarron Municipal Schools will provide at their discretion a person(s) to witness any final testing or construction verification. The person designated by Cimarron Municipal Schools will be required to initial/provide acceptance of any results. This person(s) will represent Cimarron Municipal Schools during any and all acceptance testing. This does not relieve the selected contractor from providing agreed upon documentation or absolve the selected contractor of any warranty support,
* Any warranties associated with the fiber and any other outside plant materials must revert to to the district as the fiber owner upon completion of construction,
* Upon completion of project, respondent shall furnish an as-built drawing to the owner.

Each self provisioned fiber build response must also include description of proposal, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections. Maintenance and/or management can be bid “bundled” with a self provisioned fiber construction bid, or bid as a stand alone service and must be described as such.

1. G**eneral Terms for Leased Dark Fiber or Self Provisioned Fiber Projects**

The following are general terms that apply to leased dark fiber self provisioned fiber builds. Respondents may offer maintenance services, equipment purchase, installation, and management either themselves or through 3rd party subcontractors. In the case that respondents use external 3rd party service providers or contractors to deliver some or part of the solution, these should be clearly indicated in the response. Detailed specifications for Dark Fiber is available in Attachment J.

## TECHNICAL SPECIFICATIONS

*Fiber Specification*

 All dark fiber solutions must comprise of single mode G.652.D or better fiber end to end.

*Maintenance*

Cimarron Municipal Schools requires on-going maintenance of the fiber on all Leased Dark or Self Provisioned Fiber solutions. Maintenance responses are required as follows:

* All dark fiber responses require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support Cimarron Municipal Schools fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.

Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within four (4) hours and thereafter proceed to correct the malfunction with reasonable diligence.

When pricing maintenance, the respondent should include an overview of fiber maintenance practices including:

* Routine maintenance and inspection,
* Scheduled maintenance windows and scheduling practices for planned outages,
* Handling of unscheduled outages and customer problem reports
* What service level agreement is included, and what alternative service levels may be available at additional cost,
* What agreements are in place with applicable utilities and utility contractors for emergency restoration,
* Repair of fiber breaks,
* Mean time to repair,
* Replacement of damaged fiber,
* Replacement of fiber which no longer meets specifications,
* Policies for customer notification regarding maintenance,
* Process for changing procedures, including customer notification practices,
* Process for moves adds and changes,
* Process for responding to locate requests.

*Equipment, Installation, and Management*

The District requests that the respondent provide a quote for an annual management cost to oversee the technical support of the WAN once the leased dark, or self provisioned fiber is available for service. Include price details in the “Management” worksheet of the spreadsheet attached for equipment necessary to place the circuits into service at different bandwidth levels, installation and configuration of equipment, and annual management cost of the equipment/circuits. Management on leased dark, or self provisioned fiber may be bid as a stand-alone service, however, “bundled” holistic solutions will be are preferred, as outlined in the evaluation criteria.

The annual management cost should include provision of:

* Procurement of necessary hardware to light the fiber path(s)
* Installation and configuration of equipment to put circuits into service
* Network monitoring on a 24x7x365 basis
* Creation and communication of service tickets to the District escalation list
* Incident response with timing standards that are in accordance to a Respondent provided service level agreement that meets general industry standards
* Other industry standard provisions of broadband service technical support
* Re-provisioning of equipment necessary to put circuits back into service after an outage

**Description of Proposal**

Respondent will provide a description of their proposal for all lit services, leased dark, or self provisioned fiber construction projects. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail the District may find useful or necessary (or could differentiate the solution from a competing proposal).

**Service Level Agreement**

* Respondent will provide a description of the proposed services and service levels provided with the lit fiber or dark fiber maintenance and management responses. The respondent will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal may include, but not be limited to, the following services.
* Lit Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.9% network availability of the applicable fiber.
* Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
* Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
* Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
* Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
* Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the district.
* Measurement: Vendor stated commitment is to respond to any outage within four (4) hours and a six (6) hour restoration of service preferred. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.
* Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
* Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.

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

### Organizational Experience

Offerors **must**:

1. 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 services listed in IV. A-Detailed Scope of Work. All similar services provided to private sector will also be considered;
2. indicate how many similar projects have been installed in the last two years and what percentage of business revenue is derived from these engagements;
3. describe at least two fiber projects successes and failures. Include how each experience improved the Offeror’s services.

### 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. **Offerors are required to submit Attachment F, 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 March, 21, 2016included in the proposal

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 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 per Section II, Para C.18.

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

* + 1. Client name;
    2. Project description;
    3. Project dates (starting and ending);
    4. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
    5. Staff assigned to reference engagement that will be designated for work per this RFP; and
    6. Client project manager name, telephone number, fax number and e-mail address.

### Oral Presentation *(Evaluation Committee Optional)*

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.

### Mandatory Specification

**Timeline**

For each response, respondents must include a construction roadmap timeline for all sites. For lit and dark fiber responses, preference is given to responses with a service start for all sites on July 1, 2016. For self provisioned fiber construction responses, use September 1, 2016 as the construction start date and base the roadmap timeline off of that date. Include how the timeline changes per site given an earlier or later start date. Actual start date for all fiber construction or services is dependent on the timing of the E-rate funding commitment decision letter.

**Demarcation**

All solutions, whether lit fiber or leased dark fiber, or self provisioned fiber construction must terminate service or infrastructure to an existing network closet inside of the designated demarc address specified in the “Addresses” worksheet of the included spreadsheet. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

Respondent must specify your expected demarc setup included in base fees, e.g. fiber shelf with set-top box CPE and Cat6a handoff.

**Network Diagram**

For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.

**References**

For each response, respondent must provide 3 references from current or recent customers with projects equivalent to the size of Cimarron Municipal Schools. If respondent responds to more than one option (e.g. lit fiber service as well as leased dark fiber), provide 3 references for each.

**Connect America Fund Consideration**

For each school site, the respondent must note whether the address is included in a region where the respondent has already received (or is pending receipt of) funding via the Connect America Fund. In these cases, mention how the NRC or special construction charges have been adjusted considering the other source of funding.

**Special Construction and Non-recurring Cost**

Respondents providing lit fiber proposals which require an upfront payment may include a special construction cost or non-recurring cost. This upfront payment is considered **special construction** if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a **non-recurring cost** and must be entered into the pricing sheet accordingly.

**New fiber special construction charges for lit service or leased dark fiber projects as defined by the order include construction, design, engineering and project management.**

**Required Notice to Proceed and Funding Availability**

Cimarron Municipal Schools will follow the purchasing policies of the Cimarron Municipal Schools Board of Education and requirements and procedures of the FCC’s E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

**All responding vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN. Responding vendors who do not have a USAC issue SPIN must demonstrate reasonable efforts to obtain a SPIN before the service start date.**

**E-rate Modernization Order Note**

Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.

***Required Proposal Submittals***

Respondents may request within their response non-disclosure of confidential data. Such data will accompany the proposal and will be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Responses will consist of three (3) copies of the following information and in the sequence presented. Any deviations from the required sequence will be determined to be a reflection of the respondent's qualifications to perform the proposed services. As such, respondents are advised that proposals will be penalized for not providing the required submittals in the sequence presented in this section. Such penalty will range from 1 to 10 points depending upon the severity of the inconsistency.

Proposals shall include a description of the respondent's qualifications and experience in providing the proposed services that includes but is not limited to:

1. Number of years of providing services similar to those being proposed
2. Client references, preferably along border regions, that includes persons that can be contacted to provide information on respondent's services
3. A description of the respondent's resources that will be made available for providing the proposed services that may include management and support staff, any professional and/or para-professional staff, physical plant size, equipment, research resources, finances, etc
4. The identification and qualifications of staff that will be primarily responsible for overseeing and directing the proposed services including education, professional background, related work experience, and any other information deemed necessary in determining the qualifications of key personnel
5. A description of which of the respondent's resources are to be made available and the approach to be taken in delivering the proposed services

## BUSINESS SPECIFICATIONS

### 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.

### Performance/Payment Surety Bond

RESERVED

### Letter of Transmittal Form

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

### 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 D)

### Cost

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

The costs reflected in your proposal must be the Lowest Comparison Price 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.

### 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 (Attachment G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

## Insurance Requirements

Prior to any work/services to be performed for any project under this agreement, the Contractor shall submit Contractor’s proof of insurance via Certificate of Insurance with its proposal for all applicable coverages.

The Contractor will, at its sole expense, secure and maintain and will file with the District and if applicable, PSFA, proper and acceptable evidence of the following described insurance, which coverage shall (1) be secured with an insurance company acceptable to the District and PSFA, (2) be issued as a primary policy not contributing with and not in excess of any primary and/or excess coverages carried by the District or PSFA and (3) contain loss payable clauses satisfactory to the Owner and PSFA for applicable coverages.

Such coverage shall be provided without interruption or lapse of any kind regardless of the reason for the same. Contractor shall ensure that the policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the District or PSFA shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or Contractor gives written notice to the District and PSFA, whichever period is longer.

**i. Worker’s Compensation Insurance and Employer’s Liability Insurance.** Worker’s compensation insurance and employer’s liability insurance in compliance with the laws of all applicable jurisdictions and any other coverages that may apply where the work is performed covering all employees engaged in the performance of the Work associated in this Agreement and any project hereunder, including coverage for Employer’s Liability for:

a. Bodily Injury by Accident - $500,000 each accident

b. Bodily Injury by Disease - $500,000 each employee

c. Bodily Injury by Disease - $500,000 policy limit

**ii. Commercial Liability Insurance** with minimum limits as follows:

a. Each Occurrence Limit - $1,000,000 combined single limit for bodily injury and property damage liability.

b. Med Expense (Any one person) - $10,000.

c. Personal and advertising injury limit - $1,000,000.

d. Products-Completed Operations Aggregate Limit - $2,000,000

e. General Aggregate Limit (other than Products-Completed Operations) - $2,000,000. This policy shall be endorsed to have the General Aggregate limit apply on a “per project basis”.

**iii. Automobile Liability Insurance.** Automobile liability insurance covering any auto (owned, non-owned and hired vehicles) with limits of not less than $1,000,000 (each occurrence), for bodily injury (per person) not less than $1,000,000, bodily injury (per accident) not less than $1,000,000, and property damage liability resulting from any one accident not less than $1,000,000.

**iv. Excess/Umbrella Liability Insurance.** Excess/Umbrella insurance in an amount not less than $3,000,000 combined single limit for any one occurrence, and $3,000,000 aggregate. This policy is to provide no less that the same coverage described in Paragraphs i, ii, and iii above, and is to be in excess of required primary limits of liability.

**v. Pollution Insurance (this policy shall be applicable only to services/work involving hazardous materials).** Pollution insurance in an amount not less than $2,000,000 combined single limit for any one occurrence, and $5,000,000 annual aggregate. The policy shall include endorsements for abatement of all hazardous materials including, but not limited to, asbestos and lead containing materials.

**vi. Professional Liability Insurance.** Professional liability insurance in an amount not less than $1,000,000 per claim with a $2,000,000 annual aggregate. Insurance will be maintained in force for a period of three (3) years after substantial completion of the project.

**vii.** All liability insurance shall insure performance by the Contractor of the indemnification provisions under the Agreement.

**viii.** The minimum policy limits required in this Article are exclusive of costs of defense. The Contractor’s obligation to procure and maintain the insurance required in this Article subparagraphs i-viii above is not in derogation of, nor in substitution for Contractor’s obligation to protect, defend, indemnify and save the State of New Mexico and Owners harmless under those provisions or under this Article, it being understood that Contractor’s obligation to protect, defend, indemnify and save the State of New Mexico and Owners harmless are not dependent upon nor limited to the amount or availability of insurance proceeds.

**ix.** Additional Insured. The District and PSFA shall be listed as additional insured on the Contractor’s policies for all liability insurance, except worker compensation and professional liability, required under the terms of this Agreement, and such liability insurance policies, including all primary policies and any excess/umbrella policies shall be primary to any primary and/or excess/umbrella liability insurance carried by the District or PSFA

**x. Waiver of Subrogation.** All policies shall be endorsed to provide that underwriters and insurance companies of the Contractor shall not have any rights to subrogate against the Owner, PSFA, or the State of New Mexico.

**xi. Certificates and Policies.** The Contractor shall furnish certificates of insurance evidencing compliance with the foregoing requirements, including the per project general aggregate, as a condition of initial prequalification as well as a condition of continued prequalification for the Contract period. Each Certificate will provide that:

“All coverage provided by this certificate is primary and non-contributory."

**Premiums Responsibility.** All policies shall be endorsed to provide that there will be no recourse against the Owner or PSFA for payment of the Contractor’s premiums.

# V. EVALUATION

## 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 –** *correspond to section IV.B and IV C* | **Points Available** |
| 1. **Technical Specifications** |  |
|  |  |
| B. 1. Organizational Experience *(Combined a thru d Total)*  a. Corporate  b. Key Personnel  c. Technical Approach  d. Management Approach | 20 |
|  |
|  |
|  |
|  |
| B. 2. Organizational/Project Performance References | 10 |
| B. 3. Oral Presentations *(If Applicable)* | 10 |
| B. 4. Mandatory Specification | 25 |
| 1. **Business Specifications** |  |
| C.5. Cost | **35** |
| **TOTAL** | **100 points** |
| 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

## EVALUATION FACTORS

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

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

Agencies must include evaluation criteria based on Section IV. B.

* 1. ***Corporate***

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.

* 1. ***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.

* 1. ***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 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.

* 1. ***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.

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

Points will be awarded based upon an evaluation of the responses to a series of questions as per Attachment F. 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.

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.

Agencies must include evaluation criteria based on Section IV. B.

### B.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). If oral presentations are requested, the District will provide the same talking points and evaluation rubric to each respondent who makes the finalist list at the time of the finalist announcement.

### B.4 Mandatory Specifications

Agencies must include evaluation criteria based on Section IV. B.

### C.5 Cost (See Table 1)

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

Lowest Responsive Offer Bid

------------------------------------------------------- X Available Award Points

This Offeror’s Bid

### C.6. New Mexico Preferences

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

1. **New Mexico Business Preference**

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

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1. **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)

## 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.

1. 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.
2. All 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.
3. 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.
4. 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 (1st + 2nd)/2 = 1.5

Firm B Tie (1st + 2nd)/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

1. 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

## REQUEST FOR PROPOSAL

Wide Area Network Fiber Services

001-2016

**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 ATTACHMENT\_\_\_\_\_\_.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than February 29, 2016 4:30 PM. 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.

Adán Estrada, CPO Procurement Manager

Wide Area Network Fiber Services

RFP#: 0001-2016

Address: 125 N. Collison

Cimarron New Mexico, 87714

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

Fax: 575-376-2445

E-mail: aestrada@cimarronschools.org

## ATTACHMENT B

## INTENT TO RESPOND TO RFP FORM

**REQUEST FOR PROPOSALS**

**TITLE: Wide Area Network Fiber Services - RFP #\_001-2016\_\_\_\_\_**

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 G

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on February 29, 2016 at the close of business, 4:30 PM MST. Failure to return this form with the intention of submitting a proposal may 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: Adán Estrada

Title: Certified Procurement Officer

District Name: Cimarron Municipal Schools

Address: 125 N. Collison, Cimarron New Mexico, 87714

Telephone: 575-376-2445

Fax Number: 575-376-2442

E-mail: aestrada@cimarronschools.org

## ATTACHMENT C

## State of NM W-9

**If you are already doing business with the State of NM, you may disregard this form.**

**If you are new to doing business in NM, you must fill out this form to be entered into the financial system for reporting and payment for GRT and payment of invoices.**

**(Note: State of NM W-9 Form is available on the**

**PSFA web site at** [**www.nmpsfa.org**](http://www.nmpsfa.org)**)**

**OR**

**You may contact the procurement manager for a copy of the Form in PDF Format**

## ATTACHMENT D (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 proces**s” 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 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (Position)

## ATTACHMENT E

## 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_

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

## ATTACHMENT F

## ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The District, 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.

A LIST OF REFERENCES ARE TO BE INCLUDED WITH PROPOSAL*ATTACHMENT G*

## 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 1ending 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 1ending 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**.**

## ATTACHMENT H

## ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS

**TO RFP #PSFA ERCS-11-2015**

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## ATTACHMENT I

## VOLUME II – COST/PRICING PROPOSAL

**SEE ATTACHED PRICING SPREADSHEET**

## ATTACHMENT J – Design Specifications

Total of Eighteen (18) Pages

## Lit Service Specifications

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500 byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider’s equipment. Referenc[e: http://en.wikipedia.org/wiki/Ethernet\_frame](http://en.wikipedia.org/wiki/Ethernet_frame)
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer’s equipment must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. Provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.
6. Performance metrics on contracted circuits must be provided to District staff within 24 hours of request.
7. Districts must be notified within 24 hours of performing QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QoS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
9. Every connection’s receive AND transmit capacity must each meet or exceed the bandwidth amount that is bid. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable

**SERVICE LEVEL GUARANTEES**

This network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Contractor(s) must provide solutions with the necessary redundancy, backup systems, and/or other disaster avoidance and recovery capabilities to support these needs. Contractor(s) must have the necessary staff for the installation and maintenance of their network responsibilities and necessary staff to assist the State in its installation and maintenance of critical network services. Upon request, the contractor will provide an explanation of any redundancy that is available as part of the site/service that will assure the required availability of the services. The Contractor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties.

## Dark fiber/iru Specification

All dark or self provisioned fiber solutions must comprise of single mode G.652.D or better fiber end to end. Vendors should provide information on the age, type and performance of fiber they are proposing to lease, including a description of all applicable splice loss budgets.

Provide overall Fiber Segment Distances and Losses.

Provide a map of the fiber route with the addresses or locations of each running line or access point on the network.

Provide all cross connection to support the infrastructure and network.

*Maintenance*

The District requires on-going maintenance of the fiber on all Leased Dark Fiber, IRU, or self-provisioned fiber solutions. Maintenance responses are required as follows:

* All dark fiber (lease and IRU) require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber and IRU solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance.
* Maintenance must be included for entire time span of the IRU.
* As part of the maintenance contract for an IRU, the fiber owner (not the district) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
* Self-provisioned fiber construction responses are not required to include a maintenance response. Responses for maintenance on self-provisioned fiber must include scheduled routine maintenance as a monthly cost as well as unscheduled break/fix maintenance as an annual time and material cost estimate. Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.

Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within four (4) hours and thereafter proceed to correct the malfunction with reasonable diligence.

Overview of fiber maintenance practices including:

* Routine maintenance and inspection,
* Scheduled maintenance windows and scheduling practices for planned outages,
* Handling of unscheduled outages and customer problem reports
* What service level agreement is included, and what alternative service levels may be available at additional cost,
* What agreements are in place with applicable utilities and utility contractors for emergency restoration,
* Repair of fiber breaks,
* Mean time to repair,
* Replacement of damaged fiber,
* Replacement of fiber which no longer meets specifications,
* Policies for customer notification regarding maintenance,
* Process for changing procedures, including customer notification practices,
* Process for moves adds and changes,
* Process for responding to locate requests.

*Equipment, Installation, and Management*

Provide all hardware and technical support:

* Procurement of necessary hardware to light the fiber path(s)
* Installation and configuration of equipment to put circuits into service
* Network monitoring on a 24x7x365 basis
* Creation and communication of service tickets to District escalation list
* Incident response with timing standards that are in accordance to a Respondent provided service level agreement that meets general industry standards
* Other industry standard provisions of broadband service technical support
* Re-provisioning of equipment necessary to put circuits back into service after an outage

**Service Level Agreement**

* Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.9% network availability of each circuit.
* Lit and Operations proposals only: Frame/packet loss Commitment
* Lit and Operations proposals only: Network Latency Commitment < 10-15 milliseconds roundtrip
* Lit and Operations proposals only: Network Jitter Commitment < 10 milliseconds
* Lit and Operations proposals only: Bit-Error Rate Commitment < 0.25% between all circuit endpoints
* There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

In addition to the required services, the proposal may include but is not to be limited to the following services:

* Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
* Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
* Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
* Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
* Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the district.
* Measurement: Vendor stated commitment is to respond to any outage within four (4) hours and a six (6) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.
* Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
* Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
* Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the District.
* Migration: Respondent shall provide a sample service migration document that outlines the process by which the respondent would follow in the event that the district requires assistance with migrating from their existing provider to the Respondent’s proposed service. This document shall include detailed steps, timelines, and time and materials cost (if outside the scope of the proposal)

**Adds, Moves and Changes**

During the term of the contract the District may add sites to the contract. The District will not be penalized or incur any costs during the term of the contract for the discontinuing service to a given segment. The District reserves the right to disconnect segments as needed and discontinue billing for those segments.

## Standards for Self Provisioned Fiber Construction

### References, Standards, and Codes

Standards are based upon the *Customer-Owned Outside Plant Design Manual* (CO-OSP) produced by BICSI, the *Telecommunications Distribution Methods Manual* (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that the Designer be thoroughly familiar with the content and intent of these references, standards, and codes and that the Designer be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of District.

Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

Table 1 — References, Standards, and Codes

|  |  |
| --- | --- |
| **Standard/Reference** | **Name/Description** |
| BICSI CO-OSP | BICSI Customer-Owned Outside Plant Design Manual |
| BICSI TDMM | BICSI Telecommunications Distribution Methods Manual |
| BICSI TCIM | BICSI Telecommunications Cabling Installation Manual |
| TIA/EIA – 758 | Customer-Owned Outside Plant Telecommunications Cabling Standard |
| TIA/EIA – 568 | Commercial Building Telecommunications Cabling Standard |
| TIA/EIA – 569 | Commercial Building Standard for Telecommunication Pathways and Spaces |
| TIA/EIA – 606 | The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings |
| TIA/EIA – 607 | Commercial Building Grounding and Bonding Requirements for Telecommunications |
| TIA/EIA - 455 | Fiber Optic Test Standards |
| TIA/EIA - 526 | Optical Fiber Systems Test Procedures |
| IEEE 802.3 (series) | Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard |
| NEC | National Electric Code, NFPA |
| NESC | National Electrical Safety Code, IEEE |
| OSHA Codes | Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al. |

This section defines design considerations for outside plant communications media (cable and connecting hardware) that are of particular concern to District The Designer is expected to refer to the TIA/EIA standards and the BICSI CO-OSP and TDMM for other and more specific design criteria and detail.

### Additional Considerations

***Unsatisfactory Operations:*** Should it be necessary to halt the work because of incorrect or unsatisfactory operations under the terms of the awarded contract or because of failure to follow safety standards applicable hereto, the Respondents must take immediate steps to remedy the deficiencies. Should repair or correction of any safety defect or deficiency not be immediately undertaken, and should the District be required to protect the site or make the repair or correction, the cost of such work shall be deducted from payment due the Respondent.

***Inspection:*** During any inspection including, but not limited to, the final inspection of each work site, should it be found that non-concealed work is substandard, the burden of proof that the concealed work is up to standard shall be the Respondent’s, who shall do such as is necessary, including exposing the concealed work, to clearly establish that the concealed work meets the specifications as outlined. Any and all items such as, but not limited to, improperly set couplings and concrete or masonry work that is not up to specified standards shall be removed and replaced at the Respondent’s expense.

### General Design Considerations

#### Material Requirements

1. Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All Materials will be new and free from defects.
2. Bidder will place three (3) - one and a quarter inch (1 ¼”) HDPE in the ground and/or three (3) one and a quarter inch (1 ¼”) EMT into the building. EMT fitting shall be gland or set screw type, and each conduit shall be equipped with a graduated pull tape or mule tape. The exact requirements for location of conduit within the building shall be verified with building owner.
3. Bidder will place two (2) - 4” Conduits at all crossings. (PVC-80 or better with pull rope).
4. Large-radius sweeps shall be provided where required for offset or change in direction of conduit. The minimum radius recommended in 36” and the minimum radius acceptable is 24”. If it is not possible to provide 24” minimum radius sweeps, pull boxes providing the same radii capacity will be required.
5. Fiber (individual strand) specifications. Possible specifications include:
   1. Single Mode
   2. ITU‐T G.652.C/D compliant or better
   3. Zero water peak single‐mode fiber
   4. Maximum Attenuation @ 1310nm 0.34 dB/km
   5. Maximum Attenuation @ 1385nm 0.31 dB/km
   6. Maximum Attenuation @ 1550nm 0.22 dB/km
6. Fiber optic *cable* specifications. 12 Strand minimum, but if funding is available larger fiber may be cable may be placed.
7. Bidders pulling hand-hole, a 35’ coil of fiber will be left coiled in the bottom of the box. At each splice location, 75’ will be left on each cable end for splicing. Tags will be placed on fiber showing the direction of the cable. The cable ends will be sealed watertight to keep water from entering cable.
8. Bidders will include transport connectivity by placing an add/drop location (Hand Holes with 75’ splice loop) eligible entities which may include colleges, universities, state government, tribal, and K-12 institution buildings.
9. Must become a member of NM811, Call before you dig. Comply with agreement and mapping.
   1. <http://www.nm811.org/wp-content/uploads/2013/03/FD108MembershipApplication.pdf>
10. **PRE-SURVEY:**

Comply with all ordinances and regulations. Where required, secure permits before placing, excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.

1. **PERMITS:**

The contractor must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.

**TRAFFIC CONTROL**

All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the contractor's responsibility. The Contractor's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

Traffic control will include flagmen, signs, arrow-boards, two-way radios, cones, and other appropriate equipment where required.

All restricted work hours will be observed: for example, 9 am to 3 pm means work operations will begin at 9 am and crews and equipment will be off the right-of-way at 3 pm with no unsafe conditions at the site.

Sufficient lights, lighted barricades, arrow-boards, and reflective vests for flagmen will be used in night work operations.

Two-way radio communications will be maintained at all times during traffic control operations.

1. **LOCATES**

Contractor will locate underground lines of third parties in cable route area. Contractor will call the “NM 811 Dig” System or appropriate alternative prior to the any work commencements. Contractor will directly contact any utilities not participating in the NM 811 Dig System if there are markers. Determine all locates of existing underground structures. Contractor will responsible for private locates for any existing utilities for schools.

1. **TRACER WIRE INSTALLATION**
2. Tracer wire shall be placed with all HDPE conduit installed unless armored or traceable cable is used. The Contractor will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is not placed or is broken during installation, the Contractor shall notify the PSFA Project Manager immediately. The area of the route that does not have the tracer wire installed shall be identified on the as-built documents submitted by the Contractor.
3. For multi-duct installation, install a 5/8” X 8” copper clad ground rod in the hand-hole located on public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for “locate purposed only,” not for grounding purposes. Note on as-built where ground is placed and tag located wire as “locate wire.”
4. **DEPTH OF BURIAL**
   1. Except where otherwise specified, the cable shall be placed to a minimum depth of 36 inches unless otherwise approved by the District Project Manager. Greater cable depth will be required at the following locations.
   2. Where cable route crosses roads, the cable shall be placed at a minimum depth of 48” below the pavement or 36” below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.
   3. Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60” below the railroad surface or 36” below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.
   4. Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12” clearance from the object or the minimum clearance required by the object’s owner, whichever is greater.
5. **HIGHWAY, RAILROAD AND OTHER BORED CROSSINGS**
   1. All crossings of state or federal highways and railroads right-of-way shall adhere to state and federal requirements. . Country road and other roadways shall be bored, trenched, or plowed as directed by the PSFA Project manager and approved by the appropriate local authority.
   2. All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.
   3. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.
6. **CABLE MARKERS**
   1. Cable markers shall be placed within 48 hours of cable installation. Cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
   2. In addition, on highway (non-freeway) right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.
7. **EXISTING CONDUIT/INNERDUCT VERIFICATION**
   1. Determine whether the selected duct, as indicated on the running line sheet or plan, has a mule tape or pull rope within it.
8. **HAND HOLES**
9. Hand holes will be traffic rated and placed in accordance with standard industry practices. Excavate as required to firm, undisturbed soil for laying conduit. In the case of hand-hole/manholes, excavate six (6”) below bottom of structure and fill with six (6”) inches of ¾”of river rock .
10. All due caution will be exercised in transporting and off-loading hand holes to prevent any damage during shipping or placement. Any damage to hand holes after their initial receipt and inspection by the Contractor will be the sole responsibility of the Contractor, who will replace such damaged hand holes at no additional expense to the State of New Mexico.
11. Immediately after placement, the soil around the hand hole will be tamped and compacted. The compaction will be performed using a mechanical tamping/compacting machine to avoid wash-outs. Should any wash-outs occur, the Contractor will be responsible for correcting the problem immediately without additional cost to the State of New Mexico.
12. After cable placement all ducts will be sealed.
    1. AERIAL PLANT
13. Maintain clearances which are dependent on the NESC, state, municipality, and/or local company practices shall govern the actual requirements.
    * 1. **Vertical Clearances:** Maintain clearance per ***“BICSI OSP Telecommunication Standards.”***
      2. **Horizontal Clearances:** Maintain clearance per *“BICSI OSP Telecommunication Standards”*
14. Where a pole supports more than one suspension strand, each strand should be guyed separately.
15. A strand will be a minimum of 6M, unless specified by pole drawings.
16. All corner poles should be guyed where the pull is greater than 3 feet.
    1. AERIAL SPANS:
17. Span lengths are limited by the following factors: Strand tension shall not exceed 60 percent of the breaking strength under storm loading conditions. Sag shall not exceed 10 feet at 60 degree Fahrenheit with no wind. The 6.6M strand tension shall not exceed 1400 pounds.
18. MANHOLES
    1. splice hand holes/manholes will be grounded
    2. One 5/8-inch x 8-foot copper-clad steel ground rod equipped with a 15-foot #6 AWG Pigtail
19. **AERIAL CABLE GROUNDING**
    1. Cable sheath to strand bonds and grounding are required at all riser locations of an aerial segment.
20. Bond cable sheath and suspension strand to multiground neutral (MGN) vertical grounding conductor if one exists; if not, use a driven ground rod or a non-insulated guy.
21. A guy may also require grounding. This is determined by establishing the exposure status (exposed or unexposed) of the guy.
22. All exposed guys must be either grounded or insulated. A guy is exposed if it is attached to the same pole as open power conductors or spacer cable of any voltage.
23. Grounding is the preferred treatment for exposed guys, except for the following cases in which they must be insulated:

The guy fastened to the pole in Power Company working space and a grounded guy would offer an additional hazard to power company lineman. Within 1/2-mile of a power station.

Where electrolytic corrosion of anchors has occurred (unexposed guys, in this case, must be separated from the cable strand at the pole, and electrical connection through hardware must be avoided).

Adequate grounding for guys may be obtained through connection to any of the following:

Vertical grounding conductor of power system multiground neutral (with permission of the power company).

Common anchor rod with a power guy that is connected to the multigrounded neutral.

1. Unexposed guys need not be grounded for protection reasons; however, connecting anchor guys to a grounded strand is recommended, as it will lower the cable-to-ground impedance. This helps to reduce cable damage caused by lightning.
2. **TESTING CABLE**
   1. The Contractor/Subcontractor shall be responsible for on-reel verification of cable quality prior to placement.
   2. Completed test forms on each reel shall be submitted to the PSFA Project Manager.
   3. Contractor assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
   4. The Contractor shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
   5. The cable ends shall be sealed upon completion of testing.
3. **FIBER SPLICING**
   1. All splices hall be placed in hand-holes. There are to be no direct buried splices.
      1. Cable and closure preparation shall conform to the manufacturer’s standards and installation manual
   2. All fibers are to be spliced according to the splice assignment sheets provided by (Applicant).
   3. All fibers are to be fusion spliced and placed in Raychem FOSC 450 fiber optic gel enclosure or equivalent according to the manufacture technical installation instructions.
   4. All spliced fibers shall be protected by using the appropriate organizer tray and associated incidental items.
   5. To insure acceptable splices prior to closing and encapsulating the splice case, Contractor shall monitor the splice while it is being performed using and OTDR or a splicer with some type of optimizing capability, such as a LID unit or an optimizing alignment screen or equivalent.
   6. Splice grounds
      1. A number six insulated ground wire shall be installed from the pedestal through existing conduit to the splice enclosure and terminated at both ends.
      2. The ground wire at the pedestal shall be identified with major direction associated with the running line of each of the links within a Span.
      3. Contractor must verify that all fibers are compatible end to ten fiber, i.e., fiber number 12 at location A is fiber number 12 at location Z.
   7. Loss Specifications
      1. The maximum acceptable loss for the cable shall be .35dB/km @1310 nm and .25dB/km @ 1550nm.
      2. The maximum acceptable loss per splice shall be:
         * Maximum splice loss in one direction shall be .2 dB.
         * Maximum bi-directional average splice loss shall be .2 dB.
         * Maintenance splice loss Allocation. At acceptance, each fiber shall have sufficient reserve loss margin to accept the loss associated with six (6) future maintenance splices and still meet the Span unallocated gain margin.
4. **RESTORATION**
5. All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the State of New Mexico, any permitting agencies.
6. Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
7. Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the State of New Mexico, the representative of any interested permitting agency, and/or the railroad representative.
8. Excess material will be disposed of properly.
9. Debris from clearing operations will be properly disposed of by the contractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the contractor as per requirements by other interested permitting agencies, and/or the State of New Mexico.
10. All cleanups will be conducted on a daily basis.
11. Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of the any permitting agencies, and/or the State of New Mexico.
12. Work will not proceed until cleanup is complete.
13. Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the State of New Mexico.
14. **SAFETY**

The State of New Mexico is dedicated to providing its employees with safe and healthful working environments as well as equipment, materials, and training required for the safe completion of assigned tasks. The same commitment is required from all contractors, subcontractors, and material suppliers.

The latest editions of the following codes and regulations define the minimum safety and construction standards required by State of New Mexico.

National Electrical Manufacturer's Association (NEMA)

Code of Federal Regulations, Title 29, Occupational Safety and Health Standards (OSHA)

National Electrical Code (NFPA No. 70)

Underwriters Laboratories, Inc.

Lightning Protection Code (ANSI-5. l)

Applicable Local, State, and County Ordinances

All protection equipment will satisfy the appropriate OSHA, ANSI, and/or MIOSH standards.

OSHA regulations require that precautions be observed to avoid cave-ins when digging boring pits and trenches, especially under wet soil conditions. This is a matter of law and safety.

All contractors are required to abide by applicable regulations of the Occupational Safety and Health Administration (OSHA) Act of 1970 (any subsequent revisions). Each contractor must provide employees with all safety equipment required by OSHA, The State of New Mexico and the various governing agencies. Questions regarding compliance with the various regulating agencies will be the responsibility of the Safety Director of each contract company.

Safety rules cannot be inclusive. Workmen must refrain from unsafe and improper practices including both the violation of written rules and regulations and of unwritten **rules of “common sense.”**

The construction contractor must ensure his employees and subcontract employees are familiar with, and are in compliance with, all appropriate regulations and codes, such as OSHA Safety and Health Standards of the U.S. Department of Labor.

FF. **DOCUMENTATION**

1. As Built Drawing will include:
2. Fiber Cable Route
3. Drawings, site drawings, permit drawings, and computerize design maps and electronically stored consolidated field notes for the entire route must be included in the documentation. The method of installation will dictate the additional types of documentation that should be provided. For example, documentation of aerial installation should include pole attachment inventories, pole attachment applications, pole attachment agreements between contractor and other utilities, GPS points of reference for utility poles, and photo images of poles to which fiber is attached. Documentation of underground installation should include conduit design, conduit detailing (Identify location of existing plant in relation to edge of pavement, road or structure), manhole detailing, preparation of all forms and documentation for approval of conduit construction and/or installation, verification of as-built and computerized maps.
4. Splicing locations
5. Optical Fiber assignments at Patch Panels Optical fiber assignments as splice locations. (All labeled)
6. Installed cable length
7. Date of Installation
8. Fiber Optic details will include:
   1. Manufacturer
   2. Cable Type, Diameter
   3. Jacket Type: Single Mode
   4. Fiber core and cladding diameter
   5. Fiber attenuation per Kilometer
   6. Fiber bandwidth and dispersion
9. OTDR Requirements and documentation will include:

Final acceptance shall be contingent upon successful end-to-end testing of each terminated fiber strand to validate the optical performance of the entire link, as well as to verify that fiber splicing and installation of optical splitters has occurred according to supplied splice matrices. This testing will consist of bi-directional OTDR testing and power meter testing between each newly connected site and its corresponding hub. This testing shall occur only after fibers are terminated at both ends of a continuous link, and all intermediate construction and/or splicing involving the re-entry of installed splice cases or handling of the fiber optic cable is completed for a particular segment under test.

The Respondent shall provide the District with electronic documentation of all test results.

* 1. *Testing Criteria:* Testing shall be deemed successfully completed if: (1) maximum fiber losses meet manufacturer specifications, with an allowance for splices and connectors; (2) individual splice losses do not exceed 0.1 dB; and (3) maximum mated connector losses do not exceed manufacturer specifications. Testing will be performed by Respondent personnel, and may be observed by designated representatives of the District. The District may request and/or perform additional testing to verify results prior to accepting test data.
  2. *OTDR Testing Procedure:* An OTDR shall be used to measure and document splice losses and connector losses. To correctly identify abnormalities at a short range, a 100-meter or longer launch cable shall be used between the OTDR and the fiber under test. Bi-directional traces shall be acquired for each fiber. If the connection of the launch cable to the patch panel requires optimization by the operator, sampling acquisition will commence upon completion of the optimization.
  3. Each fiber will be identified, and the results of the test for each fiber will be recorded as indicated below in the section “Test Data File Names.” The test will be repeated for each of the fibers linking a particular site. All tests will be made at 1310 nm and 1550 nm.

Settings on the OTDR shall reflect the following:

1. The Refractive Index shall be set for the actual fiber utilized (commonly-used Corning SMF-28 single mode fiber has a refractive index of 1.4677 at 1310 nm);
2. Pulse width no greater than 100 ns (10m) for all fiber lengths;
3. Scattering coefficient specified by the fiber manufacturer for each wavelength tested;
4. A minimum of 10,000 sampling acquisitions (averages);
5. Maximum range set to no more than 10 km for all fiber length less than 10 km;
6. Maximum range set to no more than 25 km for fiber lengths greater than 10 km; and
7. Event threshold: 0.05 dB

A uniform file-naming scheme for recorded data shall be used, complying with the following conventions or mutually agreed conventions by the District and Respondent.

The file name shall be in the format “xxx000yyy111,” where:

* xxx = site name or splice location (Sp1, Sp2, etc.) at which the OTDR is located (see table below)
* 000 = three digit fiber port number (or fiber strand number for un-terminated fiber)
* xxx = site name or splice location (Sp1, Sp2, etc.) at the opposite end from where the OTDR is located (see table below)
* 111 = three digit fiber port number (or fiber strand number for un-terminated fiber)

For example, ParkES002PEG048.trc would be the OTDR trace captured from Park Elementary School to fiber port 48 at the PEG Center. The filename PEG048ParkES002.trc would be for the OTDR trace captured on this same fiber in the opposite direction.

Installed optical fiber OTDR test documentation shall include:

1. Total fiber length;
2. Individual fiber traces for complete fiber length;
3. Losses of individual splices and connectors;
4. Losses of other anomalies;
5. Wavelength tested and measurement directions;
6. Manufacturer, model and serial number of the test equipment; and
7. Name and company of the technician performing the tests.

All data collected at each location during the tests shall be recorded at the time of the tests using electronic means.

1. Optical Power Meter Requirements and Test Procedure: Optical power meter measurements shall be made at the same time as the OTDR tests to determine overall fiber loss and to ensure that fibers have appropriate end-to-end continuity (fibers not crossed, connector bulkhead in the proper panel position, etc.). Power meter testing shall be performed at both 1310 nm and 1550 nm and shall report the relative loss of each fiber strand.

Power Meter documentation will include:

* + 1. Total link loss of each fiber
    2. Wavelengths tested and measurement directions
    3. Manufacturer, model, and serial number of test equipment
    4. Date of last calibration.

**END OF ATTACHMENT J**

# ATTACHMENT– Sample Contract

**District Name**

**Professional Services Contract #\_\_\_\_\_\_\_\_\_\_\_\_**

THIS AGREEMENT is made and entered into by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "**DISTRICT**," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor,” and is effective as of the date set forth below.

IT IS AGREED BETWEEN THE PARTIES:

That the intent and purpose that this Agreement (inclusive of all associated pricing and services) is to established a Price Agreement for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Services for \_\_\_\_\_\_\_\_\_\_\_projects on an as-needed basis, for use by, and benefit of E-rate eligible educational entities and libraries of the State of New Mexico *(herein-after referred to as Owner or Owners)*.

Attachment i Volume II-Cost Proposal (Price Agreement) submitted with the Contractor’s proposal is attached to this Contract/Pricing Agreement and is incorporating herein and made a part of this Contract/Pricing Agreement by way of this reference.

This \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pricing Agreements is for an initial term of one (1) year with options to extend the term an additional three (3) years, in one year increments for a maximum term of four (4) years. Agreements may be extended by PFSA on a yearly basis

For individual or multiple projects meeting the type and scope of work contained in this Agreement and RFP # **001-2016**, the Contractor will be engaged by the Ownersvia the issuance of a Request for Proposal with a Statement of Work to the Contractors awarded the specific geographical Region/Location named herein-below.

Services under this Agreement will be performed (AT) (WITHIN) (LOCATION)

**1.0 Scope of Work.**

The Contractor shall perform the services as outlined in this Agreement and in accordance with the Terms, Conditions, Requirements, Specifications, Standard, and Services stated in RFP No: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and such other services necessary for or incidental to the performance of this Agreement.

Upon the receipt of a Request for Proposal and the Statement of Work from an Owner the Contractor shall prepare a N***ot-To- Exceed Cost Proposal,*** for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ services, that includes the resume of the proposed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for each specific project in accordance with the terms of this Agreement, the RFP and prevailing statutes and regulations.

Each separate proposal shall be provided to the Owner and PSFA, and shall form the basis of a ***Purchase Order*** to be issued for the project. The services quoted on each project shall 1) be recommended in detail by the Contractor to the Owner, 2) shall indicate: a) the laborer(s) class for each types of work being performed, b) the salary/wage range, c) the number of hours for the position(s), d) the type of equipment/materials and e) the projected total cost. . A submitted proposal may be modified prior to final approval and issuance of the ***Purchase Orde****r*. These services may include additional related items required for the project or as requested by the Owner and the PSFA.

The Proposals for each individual projects shall be valid for a minimum period of 90 days from the date the Proposal is Due.

*It is understood that proposals may be prepared well in advance of the actual work commencing. Prior to the start of the observation work, the Contractor may request a change in the assigned staff due to an unforeseen lapse in time, where the proposed staff may have been assigned to a project starting sooner. If, through the contracted period, the a staff member needs to be replaced due to vacations, illnesses or other unforeseen circumstances, the Contractor shall advise the Owners and obtain approval for the replacement.*

The Contractor shall provide all applicable and appropriate Certificates of Insurance for the Project before the commencement of the work.

The Contractor’s principal shall possess at least 2 years of hands-on experience in the technical area being serviced. The work to be provided by the consultant includes the following:

**A.** The Contractor shall perform the following work:

**The Scope of Work shall be specific to either one or both of the Services contained in the associated RFP (see Sections 1.0 through 1.4 inclusive, of RFP # 001-2016**

**B**. Extension Of or Additional Services

Any services exceeding the scope of work and cost of the approved initial ***Purchase Order,*** shall be mutually agreed-to in advance by the Owner and the Contractor, and shall be authorized by the Owner through an approved **Amendment to the Proposal** prior to the Contractor proceeding with any additional work. Amendments to the Proposal may form the basis of an additional ***Purchase Order*** to cover additional services, or in an amendment to the existing purchase order, depending on circumstances and approval by the Owner. It is the Contractor’s responsibility to inform the Owner in advance and in a timely manner when it is anticipated that the proposal for services will require modifications due to changes in the work. The Owner is not responsible for work performed without the proper documentation and an approved amended purchase document.

**C.** Investigation of Site and Project Conditions

Contractor represents that, prior to submittal of a proposal for any project, it will take steps reasonably necessary to ascertain the nature and location of the Work and that it will investigate and satisfy itself as to the general and local conditions which can affect the Work or its cost. In the event that an Owner furnishes the Contractor with any information about such matters, Contractor acknowledges that any reliance on the information will be at its own risk and that the Owner does not warrant the correctness or accuracy of the information. Contractor represents that it will examine all Contract/Agreement Documents and familiarized itself with the Project, the laws, rules, and regulations relating to the Project; the environmental considerations affecting the Project and the Work; and the character of equipment and facilities needed preliminary to and during Work performance.

No allowance will be made to Contractor for not having made such examination and review, or for requirements which a reasonable examination, inquiry, or review would have disclosed. Except to the extent equitable adjustments may be made for differing site conditions if: (1) the contractor did not know, or could not have known about the actual condition found at the site; (2) the contractor could not reasonably have anticipated the actual condition at the site from inspection or general experience; (3) the actual condition varied from the norm in similar contracting work; (4) the contract indicated the conditions that the contractor could expect to find at the site; (5) the conditions indicated in the contract differed materially from the actual conditions; (6) the actual conditions were reasonably unforeseeable based upon all the information available to the contractor at the time of bidding; (7) the contractor acted as a reasonably prudent contractor in interpreting the contract documents; and (8) the contractor incurred additional costs as a result of the difference between the expected conditions and the actual conditions. Contractor will complete the work for the compensation stated in this Contract/Agreement and assume complete responsibility for the conditions (including subsurface or otherwise latent conditions) existing at the site and its surroundings.

Contractor’s obligation hereunder may include but not be limited to the location of all utilities that may affect or interfere with Contractor’s Work. Contractor shall obtain all utility locates for all areas of its work and shall fully protect, and as necessary or required, maintain in operation all utilities at all times.

**D.** *Performance Measures.*

RESERVED

**2. Compensation*.***

A.The Owner shall pay to the Contractor in full payment for services satisfactorily performed at the rates reflected in the Contractor’s Final Cost Proposal attached to this Contract. as well as the actual hours, travel, per diem, transportation, and reimbursable expenses expended towards a not-to-exceed proposal and purchase order issued on a project **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 District when the services provided under a purchase order reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without the purchase order being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties for each project, pursuant to Paragraph 1.0, Scope of Work, and to approval by the Owner/PSFA. All invoices MUST BE received by the District no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the District finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the District that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the District shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DISTRICT. This Agreement shall terminate on **June 30, 2017** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

Contractors under this Contract are awarded a twelve (12) month Term. PSFA reserves the right to extend the terms and conditions of this contract for an additional three (3) years in one (1) year increments based on the performance and services rendered under the original agreement.

The “Primary” provider shall be the principal provider of all services associated with the assigned/specified Region(s); however, if the “Primary” is released from its obligations by the District for any reason (prior to the expiration of its tenure), the “Secondary” shall complete the contractual term as outlined in its proposal. In the event the “Secondary” is released from, or is unable to fulfill the contractual obligations, an “Alternate” shall be selected to complete the term as outlined in its proposal.

The District reserves the right to review Contractor’s performance at any time as it relates to reliability, service, delivery, or invoice discrepancies and possibly elevate the “Secondary” or “Alternate” vendor to the “Primary” position if deemed in the best interest of the District. In the event PSFA is compelled to replace the “Primary” provider with the “Secondary” or “Alternate” due to default on the part of the “Primary”, the District shall have the absolute right to deduct from any monies due the vendor or that may thereafter become due to the contact, the difference between the amount due and the actual cost of services to be replaced or substituted.

Failure by a consultant to provide or perform the services as specified in the Agreement may result in the Contractor being prohibited from doing business with the District for a period up to two years.

**4. Termination/Suspension.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the District is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*”

B. Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

C. Agreement Suspension. Contractor is required to respond to all RFPs' issued by an Owner under this Agreement. Contractor shall, at minimum, either: 1) Submit a written proposal in accordance with the requirements contained in the RFP; or 2) Provide written notice (Notice of Declination) stating reasonable, realistic, and verifiable basis for its inability to participate in a RFP process.

Failure of a Contractor to submit a proposal, or submit a written notice (Notice of Declination) stating reasonable, realistic, and verifiable basis for its inability to submit a proposal on three (3) occasions during any twelve month period of performance under this agreement shall be considered a material breach of this Agreement and shall entitle the District to suspend or terminate Contractor's participation in this Agreement. *(Reference: Sections 13-1-177 and 13-1-178 NMSA 1978)* The following are examples of Notice of Declination basis:

1. Current workload inhibits the Contractor's ability to ensure appropriate manpower for the required services within the specified period of performance.
2. Contractor is currently working as a contractor/subcontractor at the location requesting the services.
3. Contractor is an affiliate of the contractor performing services at the requested location.

**5*.* Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the District 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 reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

*Certification*. Contractor shall furnish to Owner(s), upon request, any certification required to be furnished by any provision of this Agreement or Order issued hereunder, including any clauses incorporated by reference herein, and any certificate required by this Agreement, any law, ordinance or regulation with respect to contractor’s compliance with the terms and provisions of such law, ordinance, regulation, or this Agreement.

**7. 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 the District.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the District, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor 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 District.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the District no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

Contractor represents that its execution and performance of this Agreement does not conflict with or breach any contractual, fiduciary or other duty or obligation to which contractor is bound. Contractor further represents that it will not accept work during the term of this Agreement or any and all Orders issued hereunder which would create an Organizational Conflict of Interest (“OCI”), contractor agrees that it shall not perform any work outside this Agreement, or any Order issued hereunder, that would create to a reasonable business person the appearance of an OCI.

Contractor shall immediately provide notice to PSFA in the event that it discovers any potential, actual or apparent personal or organizational conflict of interest related to or arising out of this Agreement (or any and all Orders issued hereunder). Failure to immediately disclose and adequately avoid or mitigate any OCI shall be considered a material breach of this Agreement and shall entitle PSFA to immediately terminate part or all of this Agreement (or part or all of any and all Orders issued hereunder) for default.

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 or state employee or former state employee have been followed. OCI Attachment 2014 is attached to this Contract and is incorporated herein, and is applicable to the RFP and any resulting Agreement/Contract, to the same extent as if it has been set out verbatim in this Article 12.

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

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.

**16. 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 assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or 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.

**17. Governing Law and Venue.**

The laws of the State of New Mexico (without giving effect to its conflict of laws principles) govern all matters arising under this agreement, including all tort claims. The location for any arbitration or venue for any lawsuit arising out of this Agreement or the Work hereunder shall be Albuquerque, New Mexico or, at PFSA’s sole discretion, the location of the Project and all proceedings shall be strictly in accordance with the laws of the State of New Mexico. *(Reference: Section 38-3-1 (G) NMSA 1978)*

**18. 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 District.

**19*.* Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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 District, the Department of Finance and Administration and the State Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments

**20. 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.

**21. New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, seven (7) or more employees who work, or who are

expected to work, an average of at least 20 hours per week over a seven (7) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) 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;

(2) 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;

(3) 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.

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://www.hsd.state.nm.us/LookingForAssistance/centennial-care-overview.aspx>.

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); 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, $500,000 or $1,000,000, depending on the dollar value threshold in effect at that time.

**22. Invalid Term or Condition.**

If any provision of this Agreement is unenforceable to any extent, the remainder of this subcontract, or any application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

**23. Enforcement of Agreement.**

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 express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District: [insert name, address and email].

To the Contractor: [insert name, address and email].

**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed by either party hereto as indicated below.**

By: Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

District

By: Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor

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.

NM CRS Number: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OCI Attachment 2014**

**New Mexico Public School Facilities Authority**

ORGANIZATIONAL CONFLICTS OF INTEREST - SPECIAL CLAUSE (January 2014)

1. Purpose. The Public School Facilities Authority’s (PSFA) primary purpose of this clause is to aid in ensuring that the Contractor (1) is not biased because of its past, present, or currently planned interests (financial, sub-contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
2. Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, Contractor, cosponsor, joint venturer, consultant, or in any similar capacity.
   1. The Contractor shall be ineligible to participate in any capacity in PSFA contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the PSFA Authorized Representative, the Contractor shall not perform any technical consulting or management support services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing
   2. If the Contractor under this contract prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort that is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by PSFA, in which case the restriction in this subparagraph shall not apply.
   3. Nothing in this paragraph shall preclude the Contractor from offering or selling its standard commercial items to PSFA.
3. Access to and use of information.
   1. If the Contractor, in the performance of this contract, obtains access to information, such as PSFA plans, policies, reports, studies, financial plans, confidential internal data, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the PSFA it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the PSFA based on such information for a period of one (1) year after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal to PSFA which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by the PSFA.
   2. In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by state of federal law, or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
   3. The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produced after the requirements of the instant subcontract have been met.
4. Disclosure after award.
   1. The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, an immediate and full disclosure shall be made in writing to PSFA that shall include a description of the action, which the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

PSFA may, however, terminate the contract for convenience if it deems such termination to be in the best interest of PSFA.

* 1. In the event that the Contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict, PSFA may terminate the contract for default.

(d) Lower-tier subcontracts.

1. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve performance or work of the type specified in (b)(1) above or access to information of the type covered in (b)(2) above. The terms "subcontract", "Contractor" and "PSFA Authorized Representative" shall be appropriately modified to preserve the PSFA/Government's rights.
2. If a lower-tier subcontract is to be issued for evaluation services or activities, technical consulting or management support services work, the Contractor shall obtain for the PSFA a disclosure statement or representation from each intended Contractor or consultant. The Contractor shall not enter into any lower-tier subcontract nor engage any consultant unless the PSFA shall have first notified the Contractor that there is little or no likelihood that an organizational conflict of interest exists or that despite the existence of a conflict of interest the award is in the best interest of PSFA.
3. Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, PSFA may terminate the subcontract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.
4. Waiver. Requests for waiver under this clause shall be directed in writing to the PSFA and shall include a full description of the requested waive and the reasons in support thereof. If it is determined to be in the best interests of PSFA, the PSFA may grant such a waiver in writing.

Modifications. Prior to a contract modification when the statement of work is modified to add new work, the period of performance is significantly increased, or the parties to the subcontract are changed, PSFA will request and Contractor is required to submit either an organizational conflict of interest disclosure or representation or an update of the previously submitted disclosure or representation.