



State of New Mexico Public School Facilities Authority

AMENDMENT 1

RFP 2022-005-MG New Mexico Statewide Education Network

November 29, 2021

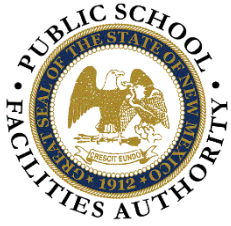
Please note the following change(s)/correction(s)/addition(s):

- The Sample Agreement within the RFP document has been corrected and retitled as Appendix 10: Sample Agreement.

All references within the RFP to the Sample Agreement now correctly reference Appendix 10.

You must acknowledge this Amendment 1 on Appendix 8: Acknowledgement of Receipt of Addenda/Amendments, as instructed in the RFP. Failure to do so may result in your proposal submission being deemed as non-responsive, and the proposal may be rejected.

Thank you for your interest in the New Mexico Public School Facilities Authority (PSFA) solicitations.



**STATE OF NEW MEXICO
PUBLIC SCHOOL FACILITIES AUTHORITY**

1312 Basehart SE # 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org/>

Request for Proposals (RFP)

Amendment 1: Correction to Appendix 10_11.29.2021

RFP No. 2022-005-MG

New Mexico Statewide Education Network (SEN)

DEADLINE FOR RECEIPT OF PROPOSALS:

Date: January 19, 2022

Time: 2:00 P.M. MST

VIRTUAL PRE-PROPOSAL CONFERENCE:

Date: November 30, 2021

Time: 9:00 A.M. MST

The link to register for the Pre-Proposal Conference is below.

When: Nov 30, 2021 9:00 AM Mountain Time (US and Canada)

Register in advance for this meeting:

<https://centraled.zoom.us/meeting/register/tZcoceygrD8sHtS6kRa1BUuJ5OA2rumHTsBH>

After registering, you will receive a confirmation email containing information about joining the meeting.

Commodity Codes: 83829, 96218, 91551

RFP Schedule Overview
RFP 2022-005-MG
New Mexico Statewide Education Network

RFP Schedule

RFP Section	Action	Responsible Party	Date & Time
II.A.1.	RFP Issued / Post FCC Form 470	PSFA	21 November 2021
II.A.2.	Site Visits, scheduled at Offeror's discretion	Offerors	Up to 14 December 2021
II.A.3.	Virtual Pre-proposal Conference – Via Zoom	PSFA, Offerors	30 November 2021, 9:00 AM MST
II.A.4.	Acknowledgment of Receipt / Intent to Respond	Offerors	3 December 2021
II.A.5.	Final Deadline for Written Questions	Offerors	14 December 2021
II.A.6.	Final Response to Written Questions	PSFA	17 December 2021
II.A.7.	Final RFP Addendum Deadline	PSFA	20 December 2021
II.A.8.	Submission of Proposal	Offerors	19 January 2022, 2:00 PM MST
II.A.9.	Proposal Evaluation	Evaluation Committee	TBD
II.A.10.	Selection of Finalists	Evaluation Committee	TBD
II.A.11.	Finalist Presentation/Interview or BAFO	Offeror	TBD
	Notification of Award	PSFA	TBD
II.A.12.	Contract Negotiations	PSFA, Offeror	TBD
II.A.14.	Contract Award	PSFA	TBD

RFP Procurement Manager Contact Information

Name	Marilee P. Gallacher
Phone Number	(505) 468-0286
Email Address	mgallacher@nmpsfa.org
<i>Any inquiries or requests regarding clarification of this RFP document must be submitted in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the terminology stated in the procurement documents.</i>	

RFP Proposal Submittal Location (Hard Copy)

Follow the instructions within the RFP for the Electronic Proposal submissions.

Physical Address, for Walk-in Delivery and Carrier Delivery, i.e. UPS, FedEx, etc.	USPS Mailing Address
New Mexico Public School Facilities Authority 1312 Basehart Road SE, Suite 200 (second floor) Albuquerque, New Mexico 87106	New Mexico Public School Facilities Authority 1312 Basehart Road SE, Suite 200 Albuquerque, NM 87106-4365
Ensure that the following information is clearly labeled on the sealed package containing the proposal. Please note: if the sealed bid is placed inside a carrier envelope, package or box for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: (1) <u>Offeror's Business Name</u> (not an individual's name), (2) the <u>RFP number and Title</u>, (3) <u>RFP Due Date and Time</u>.	

NM Public School Facilities Authority

RFP 2022-005-MG

Statewide Education Network (SEN)

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

In issuing this Request for Proposal (RFP), the Public School Facilities Authority (PSFA) seeks qualified Broadband Service providers for Backbone, Last Mile Connections and Commodity Internet Access. These services are integral to the New Mexico Statewide Education Network (SEN). The SEN will form an E-rate consortium to benefit multiple school districts throughout the State of New Mexico, and other entities to be identified by the SEN. The resulting awards from this RFP will be used by the participating E-rate eligible entities, such as school districts, schools, libraries, and library systems, for educational internet access. Entities that participate in the E-rate consortium will be referred to as SEN Participants. The SEN Participants may also include Regional Educational Cooperatives (REC) that may or may not be eligible for E-rate support.

B. BACKGROUND INFORMATION

The Public School Capital Outlay Council (PSCOC), pursuant to 22-24-6 NMSA 1978, manages the allocation of state funding to public school facilities in New Mexico's 89 school districts including New Mexico School for the Deaf (NMSD) and the New Mexico School for the Blind and Visually Impaired (NMSBVI). The PSCOC consists of nine council members from the Governor's Office, the Department of Finance & Administration, the Public Education Commission, the Legislative Education Study Committee, the Public Education Department, the New Mexico School Boards Association, the Construction Industries Division, the Legislative Finance Committee, and the Legislative Council Service. The PSCOC reports to the Public School Capital Outlay Oversight Task Force, (PSCOOTF) which is comprised of legislators, senior leaders from school districts and charter schools, and members of the public.

Pursuant to Section 22-24-9 NMSA 1978, PSFA reports to, and operates as staff to the PSCOC which manages a funding model that distributes state capital outlay funds to schools according to greatest needs first (needs that are determined by objective methods), and assists school districts with facilities development and management and other programs to include the Broadband Deficiencies Correction Program.

Pursuant to Senate Bill 144, the PSCOC, through the PSFA, has been charged with the development of guidelines for a statewide education technology infrastructure network that integrates regional hub locations for network services to school districts throughout the State of New Mexico. The regional hubs will be connected to the schools' data centers to include the installation and maintenance of equipment.

The PSFA has identified various stakeholders to participate in the development of the statewide education technology infrastructure. Together with these stakeholders, PSFA

formed the SEN The long-term goal of the SEN is to join all New Mexico educational institutions into a professionally run network consisting of operations, management, a Network Operations Center (NOC), and cybersecurity. The development of the statewide education technology infrastructure will be implemented in multiple phases. Phase 1, will consist of thirty (35) school districts, fourteen (14) charter schools, three (3) public libraries and one (1) state-level school for a total of fifty-three (53) entities.

C. SCOPE OF PROCUREMENT

The PSFA intends to issue multiple awards that will result in contracts that may be utilized by SEN Participants, all State of New Mexico agencies, departments, boards, commissions, institutions, political subdivisions, and local public bodies allowed by law, including Tribal entities, in accordance with their own procurement laws, rules, and policies,

Contracts resulting from this RFP, including extensions and renewals, will not exceed four, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

Special Construction projects must comply with the project cost limits per Section 13-1-154.1 NMSA 1978.

This RFP includes the request for three distinct services identified below:

Section 1: SEN Backbone- (include brief description).

Section 2: Last Mile Connections from the SEN Backbone to SEN Participant Facilities.

Section 3: Commodity Internet Access.

Offerors may submit proposals for all three sections. See Section III, Paragraph A.

D. PROJECT CONTACTS

All questions must be submitted in writing to the Procurement Manager listed below.

Procurement Manager: **Marilee Gallacher**
Public School Facilities Authority
Address: **1312 Basehart Rd. SE, Suite 200**
City/State/Zip: **Albuquerque, NM 87106**
Email: **mgallacher@nmppsfa.org**
Phone Number: **505-468-0286**

Do not phone or contact any other PSFA employee to ask questions or discuss anything related to this RFP.

E. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

“3rd Party Performance” means quality of service provided by an outside entity contracted by the service provider to support its contract with the PSFA.

“Addendum” or “Amendment” means a written change, addition, alteration, correction, or revision to an Invitation to Bid, Request for Proposal, or contract document.

“Adequacy and Planning Guide” means the reference guide to be used in the programming and design of school projects. The purpose of this guide is to clarify the “Adequacy Standards” and to provide assistance through references and “best Practice” examples.

“Adequacy Standards” means the New Mexico Public School Statewide Adequacy Standards, which establish the acceptable levels for the physical condition and capacity of school buildings, the educational suitability of those facilities and the need for technological infrastructure at those facilities. The standards are not intended to restrict a facility’s size.

“Agreement” means the agreement between NMPSFA and the firm for the work covered by this solicitation.

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

“Availability” means the degree to which a system, subsystem, or equipment, is operable and in a committable state at the start of a mission, when the mission is called for at a random time. It is a probabilistic measure of the length of time a system or network is functioning. Generally calculated as a percentage, e.g. 99.99% (referred to as 4 nines up time). See also “MTTR”.

“Award” means the final execution of the contract document resulting from this solicitation.

“Best and Final Offer (BAFO)” means, in a competitive procurement solicitation, the final offer submitted, which contains the Offeror’s most favorable terms and price.

“Business Hours” means 8:00 AM to 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

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

“Contractor” or “Consultant” means any business having a contract with a state agency or local public body.

“Consortium” means participating school districts, charter schools, libraries, and a school district or REC as financial lead.

“Cost Reimbursement” means a contract that provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are

allowable in accordance with the contract terms.

“Degradation” means a deterioration in quality, level, or standard of performance of a functional unit.

“Desirable” The terms “may”, “can”, “should”, “preferable”, or “refers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“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 a school district within the State of New Mexico.

“e-Builder” means the Construction Information Management System (CIMS) utilized by the Owner and Co-Owner, and which the Design Professional must also utilize.

“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, Hard Copy proposals or bids contain. The digital form is to be submitted using a USB flash drive.

“Evaluation Committee” means a body appointed by the NMPSFA to perform the evaluation of Offeror 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 solicitation.

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

“Firm Fixed Price Contract” means a contract which has a fixed total price or fixed unit price.

“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.

“Initial Response Time” means a measure of the number of minutes, hours, or days that elapse between when a case is submitted and a vendor responds.

“Local Public Works” means a project of a local public body that uses architectural or engineering services requiring professional services costing fifty thousand dollars (\$50,000) or more or landscape architectural or surveying services requiring professional services costing ten thousand dollars (\$10,000) or more, excluding applicable state and local gross receipts taxes.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

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

“MTTR” is “Mean Time to Resolve.” It is the total corrective maintenance time divided by the total number of corrective maintenance actions during a given period of time. See also “Availability”.

“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.

“New Mexico Public School Facilities Authority” or “NMPFA” or “PSFA” is a statutorily created agency pursuant to NMSA 1978, § 22-24-9 which serves as staff to the Public School Capital Outlay Council.

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

“Outage” means a telecommunications system service condition in which a user is completely deprived of service by the system.

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

“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.

“Proposal” means an Offeror’s written offer or response to a Request for Proposal.

“Public School Capital Outlay Council” or “PSCOC” distributes funds from the Public Outlay Fund to school districts throughout the State of New Mexico as prescribed by NMSA 1978, § 22-24-1 through § 22-24-6.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1978, § 1.4.1.45 and defined herein and outlined in Section 2.2.9 this RFP, blacked out BUT NOT omitted or removed.

“Reliability (MTBF)” means capacity of the network to offer the same services, even during a failure. MTBF is “Mean Time Between Failures.” It is an indicator of expected system reliability calculated on a statistical basis from the known failure rates of various components of the system. Note: MTBF is usually expressed in hours.

“Request for Proposal” or “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 “Responsive Proposal” means an offer which confirms 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, and clearly labeled on the outermost package as directed in the RFP instructions. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. NMPSFA 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.

“Special Construction” means construction of network facilities, design, engineering, and construction project management. As defined by the FCC, it is to include construction of network facilities, design, engineering, and construction project management.

“Service Impact and Ranking” means determining customer-facing effects of a network fault and prioritization of repair activity.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.

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

“State Agency” or “Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, legislative or judicial branch of the government of this State. “State Agency” or “Agency” includes the New Mexico Public School Facilities Authority.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirements. This statement shall be included in Offeror’s proposal. (E.g. “We concur”, “*Understands* and *Complies*”, “Comply”, “Will Comply if Applicable”, etc.)

“Statewide Education Network (SEN)” is a statewide education technology infrastructure

network that will integrate regional hub locations for network services to school districts throughout the State, by connecting to the schools' data centers.

“Time to Resolution/Repair” means the time to fully and permanently resolve a failure.

“Turnkey Network Solution” means of our involving the provision of a complete product or service that is ready for immediate use.

“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 purpose of evaluation.

“Written” means typewritten on standard 8½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. DOCUMENT LIBRARY

A document library has been established for Offerors benefit. The library contains the information that may be of assistance to the Offeror. See the PSFA website at <https://www.nmpsfa.org> > Administration > Procurement > Document Library for RFPs. Documents include (but are not limited to):

- NMAC 6.27.30 Statewide Adequacy Standards
- NMAC 6.27.31 Special Purpose Schools Adequacy Planning Guide
- NMAC Rules – Public School Capital Outlay Council
- Master Facility Plan documents
- The State of New Mexico PSFA HVAC and Controls Performance Assurance Program Manual
- The State of New Mexico PSFA Performance Assurance Contractor Manual
- The State of New Mexico Public School Facilities Authority Roofing Program Handbook
- Division 07 Thermal and Moisture Protection, if applicable (Inclusive of all specifications/requirements).

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP describes the major procurement events as defined in the RFP Schedule Overview, and the conditions governing the procurement. The Procurement Manager will make every effort to adhere to the RFP schedule.

A. EXPLANATION OF EVENTS

1. Issue RFP: This RFP is issued by the PSFA in accordance with the provisions of the New Mexico Procurement Code.

Post Form 470: This RFP and all associated exhibits, attachments, appendixes, and amendments will be attached to Form 470 Number 220003787 which will be available in the E-rate Productivity Center (EPC) (<https://portal.usac.org/suite/>).

It is the Offeror's responsibility to check EPC and the PSFA websites prior to the submittal deadline to ensure the Offeror has the most up to date information on the proposal.

2. **On-Site Visits:** Offerors are strongly encouraged to perform walk-throughs at the nine (9) proposed backbone nodes as well as the five (5) additional node sites up to December 14, 2021. Offerors are to schedule the site visit with the site contact (see table below) at their convenience. Absolutely no questions may be asked during the walk-through, nor will they be answered. Any and all questions relating to the walk-throughs must be submitted in writing to the Procurement Manager by December 14, 2021; the deadline for submitting questions in response to this RFP.

Offerors may visit the Backbone node sites after December 14, 2021, but they will be unable to ask questions during the visit or submit written questions relating to the visit. A visit after December 14, 2021 will only allow the Offeror to physically inspect the location. Please note asking questions during the site visit could result in an Offeror being disqualified from the procurement.

Site Locations and Site Contact for scheduling visit:

SEN RFP ON-SITE VISIT LOCATION INFORMATION				
	Site	Name	Phone number	E-mail
1	UNM 505 Marquette ABQGIG	Ed May UNM/ABQ-G Albuquerque	505-362-6183	emay@unm.edu
2	Santa Fe Indian School	Kimball Sekaquaptewa	505-795-1303	kimball@sfis.k12.nm.us
		Bryan Schallipp	505-604-1469	blschalipp@sfis.k12.nm.us
3	NM Highland University	Joe Gieri	505-238-2510	jgieri@nmhu.edu
		Shay Bassett	505-454-30303	shay@nmhu.edu
4	Clovis Community College	Norman Kia	575-219-9128	norman.kia@clovis.edu
5	NMSU Las Cruces	Adrian Carnero	575-646-5555	acarnero@nmsu.edu
6	WNMU Silver City	Jason Collett	575-538-6444	jason.collett@itservice.wnmw.edu
7	NM Tech Socorro	Dan Lunceford	575-835-5961	Dan.Lunceford@nmt.edu
8	UNM Gallup	Frank Sanchez	505-387-6611	sabumfss@unm.edu
9	ENMU Roswell	Clark Elswick	575-562-4490	clark.elswick@enmu.edu
	Extra sites:	Name	Phone number	E-mail
1	Northern NM College Espanola	Jimi Montoya	505-747-2139	jimi.montoya@nnmc.edu
2	San Juan College / Farmington Schools	Roy Lytler	505-566-4321	lytler@sanjuancollege.edu
3	Ruidoso	Mark Hamilton	575-630-7891	mark@ruidososchools.org
4	Plateau - Data Center Clovis	Brian Cathey	575-389-4361	bcathey@plateautel.com
5	Big Byte Albuquerque	Nerissa Whittington	505-321-1359	nwhittington@bigbyte.cc

3. Virtual Pre-Proposal Conference: This meeting is for Potential Offerors to ask questions regarding the procurement and scope of work, prior to creating and submitting their proposal.

Potential Offerors are encouraged to submit written questions to the Procurement Manager in advance of the conference. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may also be submitted at the conference and after, up to the Written Question Submissions deadline. All written questions received prior to the conference will be addressed at the conference.

The meeting date and time are specified in the RFP Schedule, page 1. A public Log will be kept of the names of potential Offerors that attend the pre-proposal conference.

Virtual Pre-Proposal Meeting Zoom Invitation:

The link to register for the Pre-Proposal Conference is below.

When: Nov 30, 2021 9:00 AM Mountain Time (US and Canada)

Register in advance for this meeting:

<https://centraled.zoom.us/joining/register/tZcoceygrD8sHtS6kRa1BUuJ5OA2rumHTsBH>

After registering, you will receive a confirmation email containing information about joining the meeting.

4. Acknowledgement of Receipt and Intent to Respond Form: Appendix 1
Potential Offerors may email, hand deliver or return by mail, the Acknowledgement of Receipt and Intent to Respond Form included in this document, in order to have their organization placed on the procurement distribution list. **The form should be returned by December 3, 2021.**

The procurement distribution list, in addition to EPC, will be used for the distribution of written responses to questions and any RFP Addendum/Amendments.

Failure to return this form may cause the Potential Offeror to be removed from the distribution list and thereby precluding them from receiving pertinent notifications such as addenda and/or amendments to the RFP, or receive access information to the secured website for their electronic proposal submission.

5. Final Deadline for Written Questions: Written questions regarding the RFP document, the procurement process, or the technical specifications must be submitted to the Procurement Manager, Marilee Gallacher at mgallacher@nmpsfa.org by December 14, 2021. ***The submission of written questions may be ongoing up to this date.***
6. Final Response to Written Questions: The final response to submitted written questions regarding the RFP document and procurement process will be issued no later than December 17, 2021. The answers will be in the form of an addendum. ***Please note that responses to written questions will be ongoing up to this date, and multiple addenda containing responses may be issued in order to provide the information to Potential Offerors in a timely manner.***

7. **Final RFP Addendum/Amendment Deadline:** The PSFA will not publish any addendum/amendments after this deadline, unless it is to cancel the RFP or revise the proposal submission deadline date. It is the responsibility of the Offeror to ensure they check the PSFA and EPC websites for the most current RFP documents, Addenda, and/or Amendments.
8. **Submission of Proposal (See Section III for further information):** Offerors are to send their proposals to the Procurement Officer listed below. Questions regarding the proposal submission must be in writing and directed to:
- | | |
|----------------------|---|
| Procurement Manager: | Marilee Gallacher |
| | Public School Facilities Authority |
| Address: | 1312 Basehart Road SE, Suite 200 |
| City/State/Zip: | Albuquerque, NM 87106 |
| Email Address: | mgallacher@nmgsfa.org |
| Phone Number: | 505-468-0286 |

Refer to Section III for details regarding the proposal format, labeling and submission. Each Proposal consists of the documents in the following three (3) formats: (1) the complete proposal submitted electronically into a secured folder, with the Cost Proposal being a separate document in that folder, (2) one hard copy of the complete proposal in a 3-ring binder, including the Cost Response, and (3) one complete copy of the proposal on flash drive submitted with the hard copy.

The hard copy of the Proposal and flash drive must be clearly tagged or labeled with the RFP number and the Offeror's Business Name. The hard copy proposal with flash drive must be in a sealed package that is clearly labeled on the outside with the following information: (1) Offeror's business name, (2) the RFP Number, (3) the RFP Title, and (4) RFP due date and time. If the sealed proposal is placed inside a carrier envelope, package or box for shipping, all of the above information must be re-written and clearly visible on the outermost envelope or package, not obstructed by the shipping labels.

For the electronic submission, Offerors are to send an email to mgallacher@nmgsfa.org, requesting access to a secure folder. The Procurement Manager will provide the Offeror with the access credentials to their secure folder. Offerors must upload their proposal documents to this folder prior to the deadline noted in the Schedule of Events, and in the paragraph below. NOTE: the Cost Response must be uploaded as a separate document from the rest of the proposal documents. After the deadline time, the Offerors will no longer have access to their folder.

PROPOSALS RECEIVED AFTER THE DEADLINE ARE NON-RESPONSIVE.

9. **Proposal Evaluations:** The evaluation of proposals will be performed by the Evaluation Committee of each Section of the Scope of Work. Proposals will be evaluated based on the evaluation criteria outlined in Section V of this RFP. The process will begin with a preliminary review to determine compliance with mandatory requirements of the RFP. Contents of all proposals shall be kept confidential throughout the evaluation process. During this time, the Procurement Manager may initiate discussions with the Offerors who submitted responsive or potentially responsive Proposals, for the purpose of clarifying aspects of the Proposals for the Evaluation Committee. Proposals may be

accepted and evaluated without such meeting or discussion. Discussions shall not be initiated by Offerors after submissions, or the selections of the top ranking Offeror(s) by the Evaluation Committees.

10. Selection of Finalists or Short-Listed Finalists and Notice to Short-List Finalists: The Evaluation Committees will select, and the Procurement Manager will notify the finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. If Finalist Presentation/Interview will be conducted, the schedule will be determined at that time.
11. Finalist Presentation/Interview or Best and Final Offer (BAFO) (if applicable): Finalist Offerors may be required to present their proposals to the Evaluation Committees. The Procurement Manager will schedule the time and location for each presentation. Finalists will be notified of the presentation time allowance when the interview is scheduled. If requested, Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers (BAFO).
12. Contract Negotiations: Contract negotiations may be held in accordance with applicable procurement laws, NMSA 1978, § 13-1-28 through § 13-1-199 and PSFA Procurement Regulations.
13. Finalist Contract: The contract(s) will be finalized with the most advantageous Offeror(s). In the event mutually agreeable terms cannot be reached with the apparent, most advantageous Offeror(s), the PSFA reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.
14. Contract Award: The PSFA anticipates awarding the contract(s) in February or March 2022. The contract(s) shall be awarded to the Offeror or Offerors whose proposal(s) are the most advantageous, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.
15. Right to Protest: 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 Proposal, 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 Proposal. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Local 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. Emailed protests will be not considered as properly submitted. The protest must be mailed or hand delivered to:

Martica Casias, Interim Director
1312 Basehart Road SE, Suite 200
Albuquerque, NM 87106

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with NMSA 1978, Chapter 13, and purchasing regulations.

1. Acceptance of Conditions Governing the Procurement: Offerors must indicate their acceptance of the Conditions Governing the Procurement section in Appendix 4: Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. of this RFP.
2. Incurring Cost: Any cost incurred by the potential Offeror in preparation, transmittal and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for setup and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
3. Prime Contractor Responsibility: Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The PSFA, entering into a contractual agreement with a Contractor, will make payments to only the prime contractor.
4. Subcontractors/Consent: The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive written approval from PSFA awarding any resultant contract before any subcontractor is used during the term of this agreement.
5. Certifications and Licenses: Potential Offerors must Complete Appendix 3: Required Information Form and include it with their Proposal.

The Potential Offerors must have the proper, non-expired certifications and licenses to do business in New Mexico as follows:

- a. Corporations:
 - i File Articles of Incorporation with the Secretary of State's Office and record with the County pursuant to NMSA 1978, § 53-4-6.
 - ii Name of registered agent pursuant to NMSA 1978, § 53-5-2.
 - iii Certificate of Authority from the Secretary of State's Office indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, § 53-17-6 and § 53-17-8.
 - iv Obtain a Federal Employer Identification Number.
 - v Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
- b. Limited Liability Companies:
 - i Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.

- ii File and Application for Registration with the Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office to conduct business in New Mexico.
 - iii Obtain a Federal Employer Identification Number.
 - iv Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
 - c. Limited Partnerships:
 - i Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-2-1 through § 54-2-48.
 - ii File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.
 - iii Obtain a Federal Employer Identification Number.
 - iv Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
 - d. General Partnerships:
 - i File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.
 - ii Obtain a Federal Employer Tax Identification Number.
 - iii Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
 - e. Sole Proprietorships and Joint Ventures:
 - i Obtain a Federal Employer Identification Number.
 - ii Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
6. Amended Proposals: An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal. PSFA personnel will not merge, collate, or assemble proposal materials.
7. 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.
8. Appropriations: The terms of the Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico, or a Funding Commitment Decision Letter (FCDL) from Universal Service Administration (USAC) for this Agreement. If sufficient appropriations and authorization are not made by the Legislature or USAC, this Agreement shall terminate immediately upon written notice being given by the PSFA to the Contractor. The PSFA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the PSFA 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.

9. 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.
10. Disclosure of Proposal Contents:
 - a. Proposals will be kept confidential until negotiations and the award are completed by the PSFA. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is 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.
 - b. 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.
 - c. PLEASE NOTE: The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.
 - d. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the PSFA 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.
11. No Obligation: This RFP in no manner obligates the PSFA to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.
12. Termination: This RFP may be cancelled at any time. Any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the PSFA.
13. Legal Review: The PSFA requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.
14. 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.
15. Prohibited Bidding: Pursuant to NMSA 1978, § 10-16-13, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications, or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or

proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

16. Consent to Jurisdiction and Venue: If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the PSFA, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Bernalillo County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.
17. Basis for Proposal: Only information supplied, in writing, by the PSFA through the Procurement Manager or in this RFP should be used as the basis for the preparation of the Offeror's proposal.
18. Contract Terms and Conditions:
 - a. This is to be a multi-year award. The terms will be based on the service procured in the Scope of Work.
 - b. The contract between the Owners and the contracting firm will follow the format specified by the PSFA and shall contain the terms and conditions set forth in the Sample Agreement(s), Appendix 10. Exceptions to the Sample Agreement may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Owner, the proposed changes are substantial modification to the Sample Contract. The Owners reserve the right to negotiate provisions in addition to those contained in this RFP (Sample Agreement) with any Offeror.
 - c. Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement(s), the Offeror must propose specific alternative language. The Offeror must provide a brief description of the purpose and impact of each proposed change followed by the specific proposed alternate wording. The Owners may or may not accept the alternative language.
 - d. A substitution of the Sample Agreement is not acceptable and will result in the disqualification of the Offeror's proposal.
19. Offeror Qualifications: The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any 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.
20. Right to Waive Minor Irregularities: The Evaluations 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.

21. Change in Contractor Representatives: The PSFA reserves the right to require a change in contractor representatives if the assigned representative(s) is not, in the opinion of the PSFA, adequately meeting the needs of the PSFA.
22. 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.
23. PSFA Rights: The PSFA, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.
24. Right to Publish: Throughout the duration of this procurement process and contract term, Offerors and Contractors must secure from the PSFA written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or PSFA contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.
25. Ownership of Proposals: All documents submitted in response to this Request for Proposal shall become the property of the PSFA.
26. Confidentiality:
 - a. 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 PSFA.
 - b. The contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the PSFA's written permission.
27. Electronic Mail Address Required: A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.
28. 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 PSFA, the version maintained by the PSFA shall govern.
29. Disclosure of Campaign Contributions, Appendix 7: Offeror must complete, sign, date and return the Campaign Contribution Disclosure Form, Appendix 7, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or note made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed and dated, unaltered form will result in disqualification.
30. Disclosure Regarding Responsibility, Appendix 6:

- a. Any prospective contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services, or construction, agrees to disclose whether the contractor or any principal of the contractor's company:
 - i. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, state agency, or local public body.
 - ii. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:
 - 1. 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.
 - 2. Violation of Federal or state anti-trust statutes related to the submission of offers; or
 - 3. The commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation, or Federal criminal tax law, or receiving stolen property.
 - iii. 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 NMSA 1978, 13-1-178: Causes for Debarment and Suspension.
 - iv. 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.
 - 1. 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.
 - 2. 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.
 - v. Have within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal or state agency or local public body.
- b. Principal, for purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor shall provide immediate written notice to the PSFA or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist, will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under

this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- e. Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award, and is a continuing material representation of the facts during the term of this Agreement. If, during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of any offenses named in this document, the Contractor must provide immediate written notice to the PSFA 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 PSFA or Central Purchasing Officer may terminate the involved contract for cause. Still further, the PSFA 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 PSFA or the Chief Procurement Officer.

31. **New Mexico Preferences, Does not apply to federally funded projects:**

- a. To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a valid copy of their preference certificate with their proposal. Invalid or expired certificates will not be accepted. An expired certificate currently in the process of renewal will not be considered valid. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue.
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>
- b. The New Mexico Resident Business Preference and New Mexico Resident Veteran Business Preference.
- c. The PSFA shall not award a business both a Resident Business Preference and a Resident Veteran Business Preference.
- d. The New Mexico preferences shall not apply when the expenditures for this RFP include Federal Funds.

32. **Conflict of Interest: Government Conduct Act:**

- a. The Offeror must complete Appendix 6: Conflict of Interest, Certification of Non-Collusion, Debarment/Suspension Certification, and include it in the proposal
- b. The Offeror 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.
- c. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through § 10-16-18, regarding contracting with a public officer or state employee, or former state employee, have been followed.

33. **Equal Employment Opportunity:**

- a. In connection with this RFP and the Contract, Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.
 - b. Offeror shall take affirmative action to ensure that all applicants are treated fairly during employment, without regard to race, color, religion sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.
 - c. Such action shall include but not be limited to the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
34. Financial Responsibility:
Proposals must certify as to the financial viability and resources of the Offeror to complete the proposed activities within the period of performance. The Owners reserve the right to request and review the latest financial statements and audit reports as part of the basis of the award.
35. Contractor License:
The Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements, including at least one New Mexico Licensee - EE98. Actual work is to be performed only by workmen properly licensed and skilled in applicable trade. No one under age 18 is to be employed on any related project.
- It is the contractor's responsibility to secure in a timely manner and pay for all necessary permits required for any particular job.

III. PROPOSAL FORMAT AND ORGANIZATION

Offerors must include the completed Appendix 2: RFP Submission Checklist with their proposal. The checklist itemizes all required forms and documentation, as well as outlines the order for assembling the proposal.

- A. Three (3) Sections of Scope of Work, Number of submitted Proposals, Complete Proposal Content:**
There are three (3) separate Sections in the Scope of Work of this RFP. They are:
Section 1: SEN Backbone
Section 2: Last Mile Connections
Section 3: Commodity Internet Service
Each Section has its own scope of work and scoring matrix, and each Section will have its own Evaluation Committee.

Offerors may submit a Complete Proposal for an individual Section, or submit multiple Complete Proposals for multiple Sections.

NOTE: An Offeror must submit a separate, Complete Proposal for each Section of the Scope of Work it is proposing. Each proposal must clearly identify the Section. The

proposal(s) will be given to the specific Section's Evaluation Committee for review and scoring.

A Complete Proposal consists of the following components, each containing all of the proposal documents in following three (3) formats:

1. **An electronic proposal** that clearly identifies which Section the proposal is for. It will consist of all required documents that constitute the Offeror's proposal, with the Cost Response submitted as a separate file from the remainder of the proposal documents.

The individual file names of the documents that constitute the electronic proposal must include: (a) the Offeror's name, (b) the Section title, (c) the document title, and (d) the RFP number. This electronic proposal will be submitted on the designated website in the Offeror's assigned folder.

If the electronic documents are locked, the passwords must be included with the proposal. If the documents cannot be accessed, the proposal will be deemed non-responsive.

See page 11, paragraph 8 and page 22, paragraph 1, for instructions to obtain website access to upload the electronic proposal.

2. **One (1) hard copy** of all documents constituting the Offeror's Proposal, including the Cost Response. The proposal will be submitted in a 3-ring binder, with tabs delineating each section. **All documents in the hard copy proposal must have original signatures.**

The cover of the binder must clearly specify (a) the Section Title the proposal is for, i.e. Section 1: Backbone, Section 2: Last Mile Connections, or Section 3: Commodity Internet Service (b) the Offeror's name, (c) the RFP number and RFP title.

3. **One (1) flash drive** containing all documents constituting the Offeror's Proposal. This flash drive is to be submitted in the hard copy binder. The flash drive is to be clearly tagged or labeled with the following information: (a) Offeror Name, (b) the RFP number, and (c) the Section Title. This flash drive is not to be locked. If the flash drive cannot be accessed, the proposal will be deemed non-responsive.

B. Proposal Submission

The deadline for the submission of the Complete Proposal, in all its formats, is **January 19, 2022 by 2:00 PM MST**. The Offeror must submit one Complete Proposal for each Section of the Scope of Work that they are responding to. All Proposals are to be submitted in the three formats, as defined above.

Each Proposal format must clearly identify:

- (1) **the name of the Offeror,**
- (2) **which section the Offeror's Proposal is for,**
- (3) **the RFP Number and Title.**

PSFA Staff will time-stamp all proposals upon their arrival. A public log will be kept of the names and submittal times of all Offerors who submit proposals.

If any submitted proposal is deemed non-responsive, the Offeror will be notified in writing of such determination.

NOTE: If there is a discrepancy in any of the formats of the Offeror's proposal, the hardcopy proposal will prevail.

The Electronic Proposal submissions (in the secured folder and on the flash drive) must allow full access for the Procurement Manager to download and disseminate to the Evaluation Committee Members. The Proposals will not be made public until after contract negotiations are final and the contract(s) have been executed.

1. Complete Proposal Formats:

A Complete Proposal consists of the following three (3) formats, that must be submitted as directed (See Section III.A., above):

- (1) the Complete Proposal submitted electronically into a secured folder, with the Cost Proposal as a separate document,
- (2) one Hard Copy of the Complete Proposal in a 3-ring binder. The Hard Copy must also include documents with original signatures and the Cost Proposal, and
- (3) one Complete Copy of the electronic proposal on flash drive; to be included in the hard copy binder.

NOTE: The Complete Proposal MUST be received by the PSFA prior to the deadline specified above and in the RFP Schedule. If any one of the three (3) formats of the proposal is not received by the specified deadline, the Offeror's proposal, as a whole, will be deemed non-responsive.

2. Electronic Submission:

For the login credentials required for the electronic submission, Offerors are to send an email to mgallacher@nmpsfa.org, requesting access to the secure folder. The Procurement Manager will provide the Offeror with the access credentials to their secure folder.

Offerors must upload their proposal documents to this folder PRIOR to the deadline. After 2 PM MST, January 19, 2022, the Offerors will no longer have access to their folder.

3. Hard Copy and Flash Drive Submission:

The Proposal in hard copy 3-ring binder and flash drive, must be submitted to PSFA in a sealed package. The shipping package must be clearly labeled with the following information. The front cover of the binder must also be clearly labeled with the same information:

- (1) Offeror's business name
- (2) Title of Section of RFP the Proposal is for
- (3) RFP Number
- (4) RFP Title

The sealed package, containing the Hard Copy Proposal in a 3-ring binder with the flash drive, must be received by PSFA at the address below before the deadline on **January 19, 2022 at 2:00 PM MST:**

**Public School Facilities Authority
Attention: Marilee Gallacher
1312 Basehart Road SE, Suite 200
Albuquerque, NM 87106**

Please note: if a carrier envelope, package or box is used for shipping, the RFP information specified above must also be clearly visible on the outermost envelope or package, with no carrier labels covering the RFP information.

C. Proposal Size and Organization

1. Size:

Each proposal must be limited in page format and number of pages. The proposal shall be limited to a maximum of 45 pages/slides of text and/or graphic material for project proposals. Spreadsheets and charts can be in Excel format. If the Excel files are password protected on the electronic copies, the password must be provided in written form. **If there is any question as to format requirements, they shall be directed in writing to the Procurement Manager for clarification, prior to submittal of documents.**

Material excluded from the 45-pages/slides maximum count are limited to:

- ☐ Front cover (blank on backside)
- ☐ Tables of Contents page (one page maximum)
- ☐ **Divider pages delineating each Evaluation Criteria Section (See below)**
- ☐ Certificate(s) of Insurance
- ☐ W-9 Form, current
- ☐ Back cover (blank on one side)
- ☐ **All Appendices**

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE 45-PAGE MAXIMUM.

2. Proposal Organization:

Proposals shall be divided into three (3) clearly defined sections (i.e. tab) and shall follow the exact ordering listed below:

- **Tab 1 - (Mandatory Items – failure to include any of these items will result in your proposal being deemed non-responsive):**
 - Appendix 2: RFP Submission Checklist Form
 - Appendix 3: Required Information Form
 - Appendix 4: Letter of Transmittal Form
 - Appendix 5: Acknowledgment of Scope of Work Form
 - Appendix 6: Conflict Of Interest, Non-Collusion, Debarment/Suspension, Certification Form
 - Appendix 7: Campaign Contribution Disclosure Form

- Appendix 8: Acknowledgment of Receipt of Addenda/Amendments Form
 - Appendix 9: Reference Questionnaire
 - Only if applicable: Valid Resident Business Certificate or Valid Resident Veteran Business Certificate
 - Certificate of Liability Insurance
 - New Mexico Secretary of State Certificate of Organization
 - Current W-9
 - Any additionally required documents not included in the page count
- **Tab 2 - Response to Evaluation Criteria (maximum thirty (30) pages):**
 - Network Design and Compliance with Scope of Work
 - Value-Added Services/Factors
 - Capacity and Capability
 - Past Record of Performance and References
 - Familiarity with Region
 - Clarity of Response
 - **Tab 3 (Non-Mandatory Items):**
 - Additional non-scored, non-required, informational items such as promotional documents, current professional licenses/certificates and resumes.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Offerors may attach other materials that they feel may improve the quality of their response. However, these materials should be included as items in a separate appendix. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

3. Cost Proposal – Attachments A-G: The Cost Proposal is an Excel Workbook consisting of Attachments A – G. The completed Cost Proposal is to be included as a separate document, submitted with the proposal.

IV. SPECIFICATIONS AND OTHER REQUIREMENTS

A. SPECIFICATIONS

Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. Each specification shall be clearly delineated with a cover sheet. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal as non-responsive.

1. Network Design and Compliance with Scope of Work

Offerors must detail the logical design of the network. You must define how your design meets the goals and objectives for the SEN, as enumerated in the Scope of Work.

Include in the narrative the network resiliency, route diversity, and scalability of the proposed solution.

Describe your firm's specialized problem solving techniques or approaches, innovative practices/ideas, and advantages your team brings or offers to the project.

Provide a bar chart schedule and describe all work proposed to fulfill the project scope.

2. Value Added Services/Factors

This factor will take into account value added services that are offered as part of the RFP response. It will also take into account other important factors such as how the response will improve broadband competition, availability, sustainability, and affordability throughout the State, and potentially increase broadband options to businesses and residents. Offerors should provide information demonstrating how their response will allow them to provide services to communities that were underserved or where they did not previously provide service.

Additionally, it will consider new market segments, such as Backbone services and/or Middle Mile, a provider or group of providers can enter. For Internet access and Backbone services, this criterion will also take into account cyber-security features that are included as part of the service.

3. Capacity and Capability

Offeror must provide information about the firm that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements.

Provide information that demonstrates your firm's ability to perform the services required for this project.

Include an organizational chart indicating key project team members, including any sub consultants, and their specific roles on the project and/or area(s) of expertise.

Clearly identify the lead engineer who will be directly responsible for the project.

Include in the organizational chart the percentage of time each team member will spend or commit to providing services toward the project.

Provide brief resumes for the lead engineer and key project team members, describing why each team member was selected for this project, highlighting relevant project experience and knowledge.

Indicate if a subcontractor is affiliated with the prime contractor as an affiliated company, firm, or business. Also identify the firms or teams list of current projects.

4. Past Record of Performance and References

Offeror must provide details on a minimum of three (3) and a maximum of five (5) projects performed within the past five (5) years, including any current projects. The projects

should be of comparable size and complexity to the SEN project. Documentation from these projects is to include such factors as are relevant to the type of services required by the SOW of this RFP, in addition to details of control of costs, quality of work, ability to meet schedules, logical and physical design maps and should demonstrate the level of installation.

Offeror is to provide the following for each project: project title and location, and the year the project was completed. Include the project manager's name and years of experience, years with your firm, education (degree or specialization), present position/job title, current professional licensing and other professional qualifications.

Offeror is to request the completion of the Reference Questionnaire in Appendix 9 from each of the three (3) to five (5) businesses referenced above, instructing them to follow the Reference Questionnaire submission instructions in Appendix 9.

5. Familiarity with Region

New Mexico is a geographically, culturally, and jurisdictionally diverse State. Offeror must identify and document your ability to complete work and provide service in New Mexico.

Offeror must identify your familiarity with the project area and your understanding of the project scope in the project region.

Offeror must demonstrate through narrative, the ability to secure permits and rights of way from various entities, agencies and tribal councils, with jurisdictional responsibility.

Indicate previous knowledge or experience regarding the project location

6. Clarity of Response

The proposal should demonstrate competent knowledge of RFP complete Scope of Work. This criterion will consider the organizational and technical clarity of the Offeror's proposal, in responding to the information questions/scope of work detailed in the RFP.

7. Cost* – E-rate Eligible Cost

All cost proposals must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible, the Offeror must clearly identify the E-rate eligible portion.

In accordance with E-rate rules, the cost of E-rate eligible products and services will be evaluated separately from E-rate ineligible costs. For purposes of cost comparison, PSFA will use the total costs for special construction, monthly recurring charges, non-recurring charges,

For dark fiber leases, dark fiber IRU's, and self-provisioned solutions, the PSFA will also include costs associated with network electronics and maintenance and operation. For purposes of determining the most cost effective alternative of the various options, the PSFA will use the total cost of ownership over multiple periods of years (See Cost Response Forms).

8. Cost* - Net Cost to the Members

It is the goal of the PSFA to keep the costs as low as possible, as the costs may be passed on to the members. The net cost to the members will be calculated by taking the total E-rate eligible cost plus the E-rate ineligible cost, less the expected E-rate reimbursement and less matching funds from the PSCOC.

9. Cost* – Ineligible E-rate Service Cost

All cost proposals must clearly identify the E-rate ineligible costs associated with a given product or service. If a product or service is partially ineligible, the Offeror must clearly identify the E-rate ineligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from the E-rate ineligible costs.

Points will be awarded based on the percentage of the total costs that are ineligible for support. A proposal with no ineligible costs will be awarded per the NM State Procurement Code.

***NOTE: The Cost Response (Items 7, 8 and 9) are to be submitted separately from the rest of the proposal. The Hard Copy must be in a separate, sealed envelope, included with the hard copy binder. The electronic Cost Response submitted on the flash drive and on the secured website are to be a separate file and named as follows: Offeror Name_Cost Proposal_SEN RFP 2022-005-MG**

B. MANDATORY REQUIREMENTS

These requirements are mandatory and shall be included under Tab 1 of the Offeror's RFP submission. Failure to include any of these items will render a proposal as non-responsive.

1. Appendix 2: RFP Submission Checklist Form

Offerors shall submit a completed RFP Submission Checklist Form with its proposal.

2. Appendix 3: Required Information Form

Offerors shall respond in the form of a thorough narrative to each mandatory specification listed below, requiring such. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal non-responsive.

The Principal member or officer of the firm who will be responsible for the administration of the contract, including their email address and telephone number;

Identify the business name, address, and telephone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants;

Indicate the type of firm: corporation, partnership, sole proprietor, joint venture or other;

State the year the firm was established, and any former names by which the firm was known;

Provide the names and registration numbers of the New Mexico Registered Professional Architect/Engineer who will be in direct responsible charge of the work, including their email address and telephone number;

Indicate whether or not the individual registration has ever been subject to disciplinary action by the Board of Examiners for Architects. If yes, include an explanation;

List all applicable business licenses your firm holds that are required by the State of New Mexico, including the license number and jurisdiction and the name of license holder exactly as it appears on file.

3. Appendix 4: Letter of Transmittal Form
Offerors shall submit a completed Letter of Transmittal Form with its proposal.
4. Appendix 5: Acknowledgment of Scope of Work Form
Offerors shall submit a completed Acknowledgment of Scope of Work Form with its proposal.
5. Appendix 6: Conflict Of Interest, Non-Collusion and Debarment/Suspension Certification Form
Offerors shall submit a completed Conflict Of Interest, Non-Collusion and Debarment/Suspension Certification Form with its proposal.
6. Appendix 7: Campaign Contribution Disclosure Form
Offerors shall submit a completed Campaign Contribution Disclosure Form with its proposal.
7. Appendix 8: Acknowledgment of Receipt of Addenda/Amendments Form
Offerors shall submit a completed Acknowledgment of Receipt of Addenda/Amendments Form with its proposal.
8. Appendix 9: Reference Questionnaire
Offerors are to request the completion of Appendix 9: Reference Questionnaire, from each of the three (3) to five (5) businesses referenced in IV.B.4., following the Reference Questionnaire submission instructions in Appendix 9. On the above projects, provide the client references, including contact names, addresses, email address and telephone numbers for each project.
9. New Mexico Resident Business Preference and New Mexico Resident Veteran Business Preference (Does not Apply to Federally Funded Projects)
If you do not qualify for a New Mexico Resident Business Preference or a New Mexico Resident Veteran Business Preference, please provide a statement in this section of your proposal, stating you do not qualify. If you do not qualify for either preference, your proposal will be accepted, however you will not receive points for preference.
10. Certificate of Liability Insurance
Contractor shall maintain the following insurance for the term of an awarded Agreement, and the District and PSFA shall be named as additional insureds. The Contractor will provide for thirty (30) days cancellation notice on any Certificate of Insurance form

furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

Workers Compensation (including accident and disease coverage) at the statutory limit.

Employer's liability: One Hundred Thousand dollars (\$100,000). Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement). Limits shall not be less than the following:

Bodily injury: One Million dollars (\$1,000,000) per person / One Million dollars (\$1,000,000) per occurrence.

Property damage or combined single limit coverage: One Million dollars (\$1,000,000)

Automobile liability (including non-owned automobile coverage): One Million dollars (\$1,000,000)

Umbrella: One Million dollars (\$1,000,000)

11. Bid/Performance/Payment Surety Bonds

Bid Bond shall be required of Offerors for any proposal that includes construction services when the price is estimated to exceed twenty-five thousand dollars (\$25,000).

Bid Bond in an amount equal to at least five percent of the amount of the Proposal shall be a bond provided by a surety company authorized to do business in this state, supplied in a form satisfactory to the state agency or local public body.

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

12. New Mexico Secretary of State Certificate of Organization

Offerors must provide a copy of a current, un-expired, Certificate of Organization with the New Mexico Secretary of State's office at the time of submission. Offerors must also be in good standing and compliance.

13. Current W-9

Offeror must include a current W-9 form; completed, signed, and dated. The form is available on the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

The State of New Mexico Substitute W-9 form is available on the NMPSFA website at: https://www.nmpsfa.org/wordpress/wp-content/uploads/2020/05/NM_SUBSTITUTE_W-9-1.pdf

14. OTHER REQUIREMENTS

These requirements are non-mandatory. Failure to include these items will not render a proposal as non-responsive.

a. Appendix 10: Sample Agreement

V. EVALUATION

A. EVALUATION POINTS

The Evaluation Committee will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria, detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate the evaluators.

Each Offeror's Proposal will be scored based upon comparison of the information submitted in the Offeror's proposal against the evaluation criteria outlined below.

Item	Evaluation Factor	Points Possible		
		Section 1: Backbone	Section 2: Last Mile	Section 3: Internet
1.	Network Design and Compliance with Scope of Work	20 Points	15 Points	20 Points
2.	Value-Added Services / Factors	10 Points	10 Points	5 Points
3.	Capacity and Capability	10 Points	5 Points	10 Points
4.	Past Record of Performance and References	10 Points	10 Points	5 Points
5.	Familiarity with Region	10 Points	15 Points	5 Points
6.	Clarity of Response	5 Points	10 Points	10 Points
7.	Cost – E-rate Eligible	21 Points	21 Points	31 Points
8.	Cost – Net Cost to Members	11 Points	11 Points	6 Points
9.	Cost – E-rate Ineligible	3 Points	3 Points	8 Points
	RFP PROPOSAL POINTS POSSIBLE	100	100	100
10.	Finalist Interview or BAFO (Optional)	20 Points	20 Points	20 Points
	TOTAL POSSIBLE POINTS	120	120	120

B. EVALUATION PROCESS

The evaluation process will follow the five steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.

3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section 5 that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the PSFA, taking into consideration the evaluation factors in Section V., and successful negotiations, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations, responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors.
5. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.
6. Ties in ranking 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 first-place tie:

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

A tie for first, at the end of the final rankings after the completion of short listing and interviews, 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 PSFA's SEN Evaluation Committee.

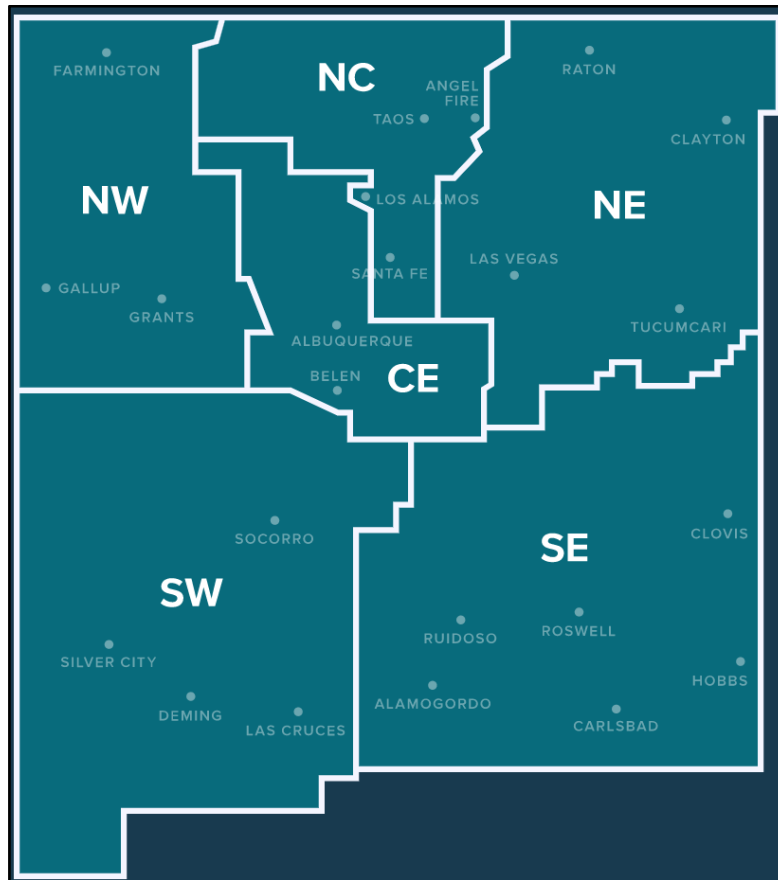


Exhibit A

Scope of Work for a Statewide Education Network (SEN) and Internet Access

RFP 2022-005 / E-rate Form 470 #220003787

November 2021

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1 Objectives

The New Mexico Public Schools Facilities Authority (PSFA) is soliciting proposals for establishing a new statewide education network (SEN). The SEN will provide high-quality educational internet access throughout the State of New Mexico while establishing a scalable foundation for future support of growth in educational broadband.

PSFA expects rapid SEN adoption by K-12 schools during the first years of operation, as growth in educational broadband use continues to accelerate. A long-term vision for the SEN includes continued improvement of broadband service capacity for K-12 education and public libraries in the State, and the potential expansion of the SEN or a parallel effort. This expansion will be funded outside of E-rate to include participation by higher education institutions and the additional broadband needs of the State.

2 Scope of Work

This Scope of Work (SOW) will present technical and operational design requirements for the SEN across three distinct categories. Offerors may choose to submit proposals in one, two, or all three categories, and the SEN will be comprised of separate contributions from multiple awardees. Every portion of the SOW proposed by the Offeror shall include all necessary materials, labor, technical support, and maintenance to support integration of a completely operational turnkey solution. Offerors must demonstrate how their proposed solution(s) meet all technical requirements.

The SEN will ultimately be managed and operated as a single carrier-grade network; however, the overall management and operation of the SEN will be awarded via a separate RFP and is not included in this SOW. Any reference in this SOW to management and operations refer to management and operation of the proposed infrastructure and solution.

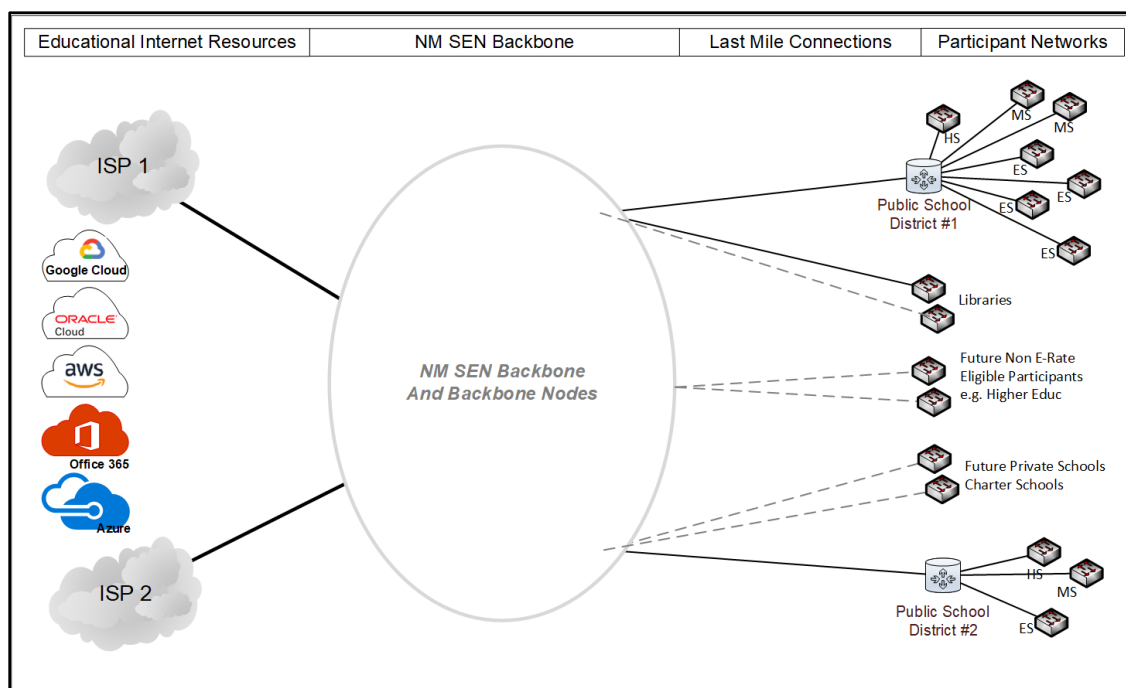
The SOW includes three design categories as follows:

1. SEN backbone
2. Local SEN last-mile connectivity to participating members
3. Commodity Internet

Figure 1 is a high-level schematic drawing to represent how PSFA envisions the SEN architecture will provide statewide internet service to education participants. The drawing is not intended to prescribe or imply any specific design. It simply illustrates how the three design categories are

combined to provide an end-to-end network that is scalable, reliable, and resilient, with an approach that supports competitive opportunities within the state.

*Figure 1 – High Level Schematic SEN Diagram **



2.1 General Technical and Operational Requirements

The requirements in this section are applicable to all sections and proposed solutions for SEN design and operation. These are universal to this SOW.

This section is not a comprehensive summary or listing of all technical and operational requirements for Backbone, Last Mile, and Internet, but rather, only those requirements that are universal throughout this SOW.

Any conflicting interpretation of requirements may be questioned but the intent is for this section to provide over-arching requirements, and more specific or highly detailed requirements will be provided in Sections 2.2, 2.3, and 2.4.

2.1.1 Optical Fiber

- Dark fiber that will be lit by SEN network systems shall conform to ITU-T G.652 standards.
- All optical fiber splicing shall use fusion splicing.
- All optical fiber connectors shall be SC-APC type.
- Fiber spans constructed for SEN use shall not include mid-span connectors.

2.1.2 Optical Fiber Testing

Dark fiber spans that will be lit by SEN equipment shall be tested prior to acceptance or operational use. PSFA will accept the fiber once the fiber has passed the test results in Table 1 – Fiber Test Results and acceptance

2.1.2.1 Fiber Test Procedures

Providers of dark fiber shall perform end-to-end span testing of each strand. The following tests are generally accepted for ensuring compliance with industry standards of allowable optical signal loss.

- For test purposes, a dark fiber span is defined as the entire end-to-end span, including all intermediate splices, with both ends terminated to production patch panels or LIU.
- Fiber testing shall be performed by qualified technicians using a properly calibrated optical loss test set (OLTS), and shall include tests for optical time-domain reflectometer (OTDR), optical return loss (ORL), and power loss.
- OLTS test sets shall use appropriate equipment adaptors, launch box, and receive cables.
- Tests shall be performed at 1310 nm and 1550 nm on span distances less than 20 km, and only at 1550 nm for spans greater than 20 km.
- Bidirectional OTDR traces including OTDR event table and graphic chart shall be provided for each fiber strand. The preferred unit of measurement for reporting event and span distances is kilometers.
- OLTS power meter and ORL tests shall also be performed.
- In addition to the tests listed above, span distances more than 20 km shall also include fiber characterization test results for chromatic dispersion (CD), polarization mode dispersion (PMD), and spectral attenuation (SA).

2.1.2.2 Fiber Test Results

Table 1 – Fiber Test Results and Acceptance

Test Category/Thresholds	1310 nm	1550 nm
Max Fiber Attenuation per km (fiber only)	0.40 dB	0.30 dB
Max Bidirectional Average Splice Loss - per Splice	0.35 dB	0.25 dB
Max Bidirectional Average Splice Loss - per Span	0.30 dB	0.20 dB
Max Connector Loss (including pigtail splice) – per Connector	1.15 dB	0.95 dB
Max Connector Loss (including pigtail splice) – Average per Span	0.75 dB	0.75 dB
Max Connector Reflectance (stated value or more negative)	-0.45 dB	-0.45 dB
Optical Return Loss (ORL)	27 dB	30 dB
Power Meter Test (End-to-End Power Loss)	End-to-end optical loss shall not exceed the maximum levels as calculated below*	
*Max Power Meter Loss at 1310 nm: = (0.40 dB/km x span km) + (0.75 dB/connector x connectors) + (0.30 dB/splice x splices)		
*Max Power Meter Loss at 1550 nm: = (0.30 dB/km x span km) + (0.75 dB/connector x connectors) + (0.20 dB/splice x splices)		

2.1.3 Capacity Planning

The SEN model for network capacity planning begins with an assumed LAN capacity of 10 Mbps per end user. SEN participant's actual LAN specifications are up to each participant and are not included in this SOW/RFP; however, 10 Mbps per user is a reasonable assumption as a starting point for calculating oversubscription levels on the SEN.

It is important to base SEN oversubscription calculations on the number of end users on any given segment of the network. This will avoid compounding oversubscription rates used for last-mile connections on the SEN backbone. For example, if a 1 Gbps last-mile connection to the SEN is already oversubscribed using a 10:1 ratio, the backbone must not plan capacity with another 10:1 reduction. Unintentional compounding of oversubscription will be avoided if all network segments plan capacity using 10 Mbps per end-user.

Note that an end user in educational environments shall include both students and staff and/or library patrons and staff. The omission of staff users from this calculation may result in inadequate capacity planning.

Additional guidance clarification of requirements and sample capacity calculations for last-mile service connections and the SEN backbone are provided in later sections of the SOW.

2.1.4 Vendor Support Agreements

2.1.4.1 Technical Support and Maintenance

SEN equipment and service vendors shall be covered by a technical support agreement with the vendor, provider, or an authorized representative.

Technical support services shall be available 24 hours a day, 7 days a week, 365 days a year and shall be used for escalation of technical issues for resolution.

The support services agreements shall include equipment maintenance that take into consideration software and firmware updates, security patches, vendor technical support, and any other vendor supported aspects of equipment. Offerors must identify the portion of the support that are not eligible for E-rate support.

2.1.4.2 Service and Warranty Replacement

SEN shall provide for extended warranty for all equipment vendors. Onsite delivery of replacement equipment (exchange) shall be next day by 5:00 pm local time. Offerors must identify the portion of the warranty that is not eligible for E-rate support.

2.1.4.3 Colocation Facility Agreements

Colocation facilities shall provide for basic requirements, physical access, security provisions, access for SEN administrators, network support, and demarcation.

2.1.4.4 Installation, Configuration, Integration, Testing, and Acceptance Support

Offerors to all three categories in this SOW shall include comprehensive support for system installation, configuration, integration, testing, and final operational acceptance testing of the proposed solution. This includes collaborative interactive testing with PSFA's SEN staff and other solution vendors and providers.

2.1.5 Technical Solution Options

PSFA wishes to compare services provided over a third-party network (fully managed) to the alternate options. For organizational purposes, the RFP identifies four approaches for the infrastructure in the SEN backbone and the last mile connections.

Regardless of the option(s) proposed, Offerors must provide a for a fully engineered operational design that meets the technical requirements as described throughout this SOW. The Offerors must meet all requirements of the SEN backbone and last mile connections as detailed in Sections 2.2 and 2.3.

For last mile connections, all pricing should be for individual sites and should not be based on any multiple site discounts or assumptions.

For any proposed network category and solution, the Offeror must identify and itemize any additional charges such as pass-through charges, fees, and surcharges as listed in the individual pricing sheets. PSFA or the consortium members will NOT be responsible for any additional charges not listed in the pricing. It is understood that some of those fees are variable and may increase or decrease over time. New Mexico Gross Receipts tax should NOT be listed in the pricing sheet.

Prices should be all-inclusive, which in this case means all special construction, non-recurring costs (NRC), monthly recurring costs (MRC), and all other charges and credits, excluding New Mexico tax, required by the Offeror to commence and provide service. These costs should be included in the requisite columns of the pricing sheets.

2.1.5.1 Option 1: Fully Managed WAN Service

The fully managed WAN service approach is intended to represent all services provided over a third-party network that can meet the technical specifications of the RFP, other than leased dark fiber or a dark fiber IRU. Fully managed WAN services are options being requested for the SEN backbone and last mile connections. This is intended to ensure a technologically neutral approach that will consider fiber-based solutions as well as any other technologies (e.g., fixed wireless) that can meet the requirements of the SOW.

2.1.5.1.1 Option 1 Pricing Guidance

For each technical solution being proposed, Offerors are required to complete the pricing matrices attached as the SEN Backbone - Fully Managed WAN worksheet found in Excel Workbook Attachment D and Last Mile - Fully Managed worksheets found in Excel Workbook Attachment E. The worksheets include columns in which Offerors are required to provide pricing for the proposed solution(s) at the requested service capacities and terms. PSFA will select the appropriate capacity and term to meet the current needs with the ability to increase network capacity as the needs of the SEN grow.

For both network categories (Backbone and Last Mile), additional costs such as quality of service (QoS) should be clearly identified in the pricing sheets if it they are not included as part of the

costs. Prices should be all-inclusive, which in this case means all special construction, non-recurring costs (NRC), monthly recurring costs (MRC), and all other charges and credits, excluding New Mexico tax, required by the Offeror to commence and provide service. These costs should be included in the requisite columns of the pricing sheets.

2.1.5.1.2 Backbone

For the SEN backbone network, Offerors are required to provide itemized pricing detailing each network segment and/or circuit required for the backbone network, in addition to any other components required to provide a fully functional turnkey network solution. This itemized list should be submitted in the SEN Backbone - Fully Managed WAN worksheet found in Excel Workbook Attachment D.

In addition to the identified backbone nodes in Excel Workbook Attachment A, Offerors are encouraged to provide pricing for the five backbone nodes found in Excel Workbook Attachment C. The pricing must be the incremental costs of adding each node into the backbone at various capacities and terms in the Additional Backbone Nodes section of the SEN Backbone - Fully Managed WAN worksheet in Excel Workbook Attachment D. All pricing must be itemized for each additional network segment.

Offerors may also propose an alternate backbone network of differing nodes to replace the backbone nodes identified in Excel Workbook Attachment A. The alternate backbone must meet all requirements of Sections 2.1 and 2.2 of this SOW. Offerors are required to provide itemized pricing detailing each network segment and/or circuit required for the alternate backbone network in addition to any other components, including all colocation costs required to provide a fully functional turnkey network solution. This itemized list should be submitted in the Alternate Backbone Nodes section of the SEN Backbone - Fully Managed WAN worksheet in Excel Workbook Attachment D.

2.1.5.1.3 Last Mile

For the last mile connections, Offerors are required to provide pricing for each last mile site to a regional backbone node. The Offeror must specify the backbone node where the last mile service will be terminated. Pricing for the various terms and capacities are in the Last Mile - Fully Managed worksheet in Excel Workbook Attachment E

2.1.5.2 Options 2 and 3: Leased Dark Fiber or Indefeasible Right of Use (IRU) of Dark Fiber

Offerors may propose a leased dark fiber or IRU solution(s) that includes any applicable special construction, monthly lease fee, non-recurring charge (i.e., IRU fee or similar), and/or fiber maintenance and operations. The Offeror must also propose equipment and services to light the fiber and manage the backbone network and/or the last mile connections at various capacities.

As outlined in the appropriate worksheets found in Excel Workbook Attachments D and E, each Offeror is responsible for bidding a full solution that includes leased dark fiber or IRU and the appropriate network equipment required to light the fiber per the specifications. Since the Offeror is responsible for both the network and the fiber infrastructure, each Offeror shall propose the quantity of fibers on each segment that is required for their proposed solution, with an emphasis on minimizing single points of failure. The fiber may be owned by the Offeror, or the Offeror must have been granted a long-term lease or IRU by a third-party owner.

The Offeror must also demonstrate the capability to increase fiber capacity and include pricing for additional fiber along the SEN backbone network.

2.1.5.2.1 Options 2 and 3: Pricing Guidance

Each Offeror is required to complete the appropriate pricing matrices appended in Excel Workbooks Attachments D and E. Offerors proposing either a dark fiber or IRU must fill out the SEN Backbone Dark Fiber or IRU worksheet in Excel Workbook Attachment D and/or the Last Mile Dark Fiber or IRU worksheet in Excel Workbook Attachment E. All Offerors are required to provide the quantity of fibers required for the proposed solution(s) to be fully functional. Offerors are required to price the monthly maintenance fee and monthly fiber lease for all fibers required for the solution for any proposed terms. The requested terms along with renewal terms are outlined in the SEN Backbone Dark Fiber or IRU and Last Mile Dark Fiber or IRU worksheets in Excel Workbooks Attachments D and E, respectively.

For those Offerors proposing IRUs, PSFA is interested in IRU-type pricing with a one-time capital cost payment for the proposed terms combined with “all-in” recurring payments for maintenance costs for the entire length of the IRU.

Offerors are encouraged to separate special construction charges as defined by E-rate eligibility rules as opposed to amortizing it in the MRC. Special construction charges must be separate from non-recurring charges. PSFA desires a cost-effective solution that will minimize the overall cost to Universal Service Fund (USF) as well as the consortium members.

If special construction charges are proposed by the Offeror for the fiber offered in an IRU, PSFA expects corresponding reductions from prevailing market rates for the IRU fee and annual maintenance charges. PSFA will be seeking additional matching funds from the USF and State for the special construction, therefore the special construction charges must be clearly delineated from the total IRU cost. Only the special construction charges will be eligible for matching funds.

If Offeror is responding to more than one option, the appropriate pricing worksheets must be utilized.

2.1.5.2.2 Backbone

For the SEN backbone network, Offerors are required to provide itemized pricing detailing each network segment required for the proposed backbone network solution in the SEN Backbone Dark Fiber or IRU worksheet found in Excel Workbook Attachment D. Offerors are required to provide all equipment, warranties, services, and network operations and management necessary to light the fiber and provide a fully functional turnkey network solution. The equipment, warranties/support, and installation, and configuration services must be itemized and priced for the proposed network performance capacity in the worksheet Backbone Equipment and Services in Excel Workbook Attachment D.

In addition to the identified backbone nodes in Excel Workbook Attachment A, Offerors are required to provide pricing for the five identified backbone nodes in Excel Workbook Attachment C. The pricing must be the incremental cost of adding each node into the backbone of the SEN. The pricing must detail and itemize each network segment and associated costs for the addition of the backbone node at the proposed terms in the Additional Backbone Nodes section of the SEN Backbone Dark Fiber or IRU worksheet in Excel Workbook Attachment D.

Offerors may also propose an alternate backbone network of differing nodes to replace the backbone nodes identified in Excel Workbook Attachment A. The alternate backbone must meet all requirements of Sections 2.1 and 2.2 of this SOW. Offerors are required to provide itemized pricing detailing each network segment and all collocation costs required for the alternate backbone network along with the quantity of fibers required on each segment in the Alternate Backbone Nodes section of the SEN Backbone Dark Fiber or IRU worksheet in Excel Workbook Attachment D.

2.1.5.2.3 Last Mile

For the last mile connections proposed, Offerors are required to provide pricing for each last mile site to a backbone node in the Last Mile Connections Price Sheets worksheet in Excel Workbook Attachment E. The Offeror must specify which backbone node the last mile service will be terminated to, along with the fiber quantity required. For each proposed last mile connection, the Offeror is required to provide pricing for all equipment, warranties, services, and operations and maintenance services to provide a fully functional turnkey circuit. The equipment, warranties/support, and installation and configuration services must be itemized for the proposed network performance capacity in the Last Mile Connections Price Sheets worksheet in Excel Workbook Attachment E.

2.1.5.3 Option 4: SEN Backbone Network – Self-Provisioned Fiber Construction (E-Rate Applicant Owned and Operated Network)

Self-provisioned fiber construction includes any applicable special construction, fiber maintenance and operations. The Offeror must also propose equipment and services to light the fiber and manage the backbone network.

Offerors are requested to provide a proposal for a PSFA-owned fiber network based on a special construction project. New eligible fiber special construction charges as defined by the FCC are to include construction of network facilities, design, engineering, and project management. Project management shall include all necessary paperwork and permits including, but not limited to, rights of way, easements, make-ready costs, and pole attachments. Any additional costs not included will be the sole responsibility of the Offeror. All additional fees should be itemized within the Offeror's proposal. PSFA desires a fully turnkey project so Offerors should provide an explanation of PSFA's involvement in the process including ownership and sourcing of permits, etc.

2.1.5.3.1 Option 4 Pricing Guidance

Each Offeror is required to complete the pricing matrices attached as the Backbone Self-Provisioned and/or Last Mile Self-Provisioned worksheets found in Excel Workbooks Attachments D and E, respectively. PSFA desires a cost-effective solution that will minimize the overall cost to Universal Service Fund as well as to PSFA. The solution should include all costs related to the deployment of the proposed circuit, such that there are no additional costs that are expected to be incurred by PSFA.

2.1.5.3.2 Backbone

For the SEN backbone network, Offerors are required to provide itemized pricing detailing each network segment required for the proposed backbone network solution in the SEN Backbone Self-Provisioned worksheet found in Excel Workbook Attachment D. Offerors are required to provide all equipment, warranties, services, and network operations and management necessary to light the fiber and provide a fully functional turnkey network solution. The equipment, warranties/support, and installation and configuration services must be itemized and priced for the proposed network performance capacity in the Backbone Equipment and Services worksheet in Excel Workbook Attachment D.

In addition to the identified backbone nodes in Excel Workbook Attachment A, Offerors are required to provide pricing for the five backbone nodes in Excel Workbook Attachment C. The pricing must be the incremental cost of adding each node into the backbone of the SEN. The pricing must also detail and itemize each network segment and associated costs for the addition

of the backbone node at the proposed terms in the Additional Backbone Nodes section of the SEN Backbone Self-Provisioned worksheet in Excel Workbook Attachment D.

Offerors may also propose an alternate backbone network of differing nodes to replace the backbone nodes identified in Excel Workbook Attachment A. The alternate backbone must meet all requirements of Sections 2.1 and 2.2 of this SOW. Offerors are required to provide itemized pricing detailing each network segment and all collocation costs required for the alternate backbone network along with the quantity of fibers required on each segment in the Alternate Backbone Nodes section of the SEN Backbone Self-Provisioned worksheet in Excel Workbook Attachment D.

2.1.5.3.3 Last Mile

For the last mile connections proposed, Offerors are required to provide pricing for each last mile site to a backbone node in the Last Mile Self-Provisioned worksheet in Excel Workbook Attachment E. The Offeror must specify the last mile service along which the backbone node will be terminated with the fiber quantity required. For each proposed last mile connection, the Offeror is required to provide pricing for all equipment, warranties, services, and operations and maintenance services to provide a fully functional turnkey circuit. The equipment, warranties/support, and installation and configuration services must be itemized for the proposed network performance capacity in the Last Mile Equipment and Services worksheet in Excel Workbook Attachment E.

2.2 SEN Backbone

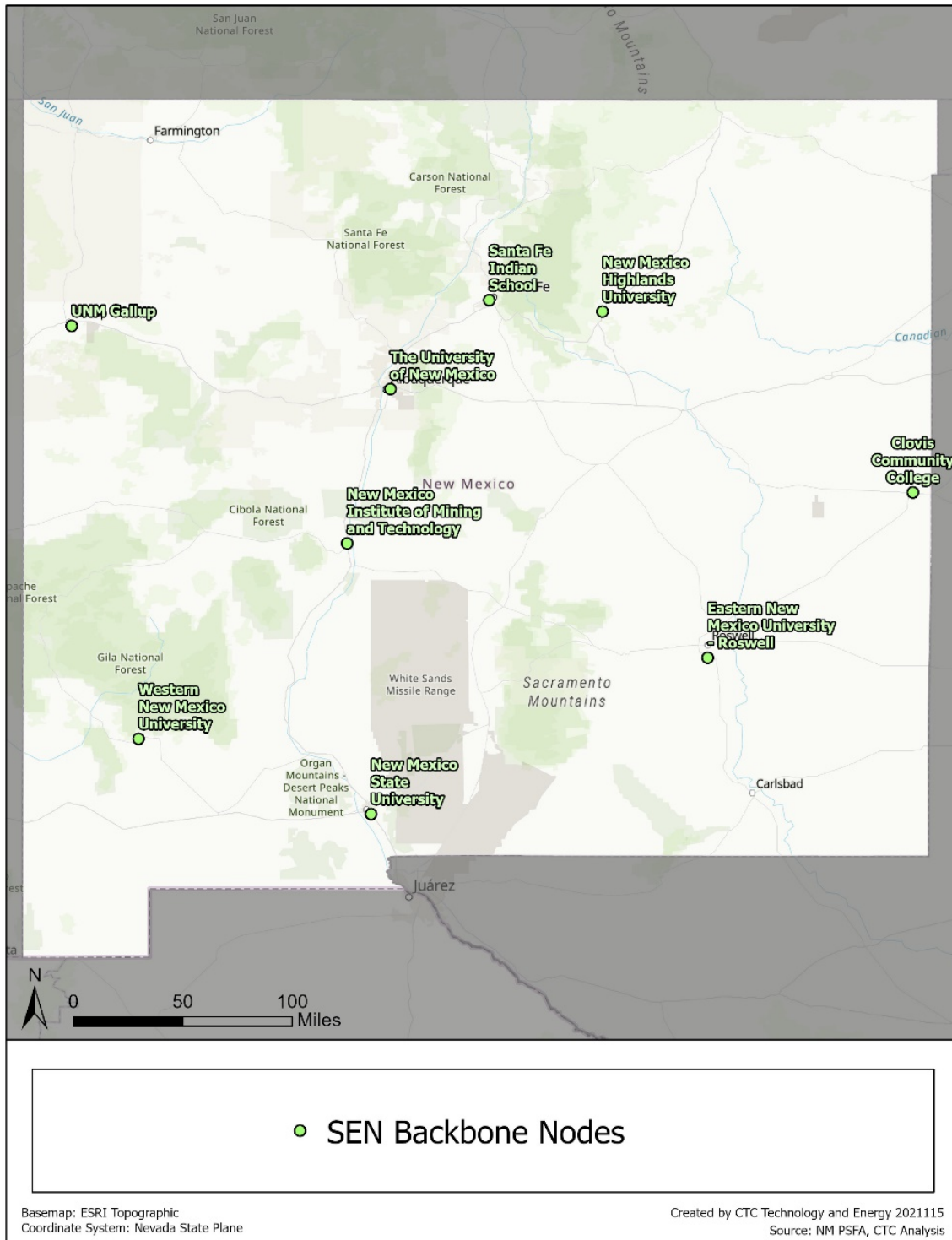
The backbone category of this SOW will be awarded to one Offeror which could be a collaboration of multiple Offerors. It is essential that the backbone has a uniform design with consistent operational standards across the SEN.

2.2.1 Facilities

SEN backbone equipment shall be collocated in facilities throughout the State. A list of backbone collocation facilities can be found in Excel Workbook Attachment A: SEN Backbone Nodes.

Figure 2 shows the relative geographic location of the SEN backbone facilities.

Figure 2 – SEN Backbone Nodes



Not all backbone facilities have the same resources available for SEN colocation. It shall be the responsibility of each bidder to verify the adequacy of the colocation facilities for all proposed equipment and infrastructure.

Offerors shall consider each backbone facility's environment to determine which solution requirements can be provided by the facility, and which will need to be included and priced with the proposed solution. This includes any specific requirements of the proposed solution, and all requirements stated in this RFP.

It can be assumed that each backbone facility listed in Excel Workbooks Attachments A and C will have adequate resources to make the following available to support proposed solutions by Offerors:

- HVAC capacity
- Commercial power capacity
- Emergency backup power generation
- Available floor space for up to two adjacent equipment cabinets
- Physical access control of data center/colocation area
- Available internet access for VPN access to backbone equipment

2.2.2 Infrastructure

The infrastructure items listed in the sub-sections below are expected to be available at the backbone facilities listed in Excel Workbooks Attachments A and C. However, Offerors must verify that these items are available and include them in the proposed solution and pricing if they are not available, or if they are insufficient or inadequate for the proposed solution.

The infrastructure items in this section – or their functional equivalent – should be considered requirements. Any deviations from these requirements shall be noted in the proposed solution.

2.2.2.1 Cabinets

The PSFA-owned SEN backbone equipment shall be secured in lockable cabinets. Cabinet specifications shall include:

- Four-post cabinet design
- Rack height 42 or 48 RU
- Rack width EIA rails, 19-inch (preferred)
- Removable (perforated) locking front and rear doors
- Removable side panels
- Integrated A/B power distribution

- Integrated electrical grounding
- Integrated cable management
- Active ventilation to manage air flow (best suited to colocation environment)

2.2.2.2 Commercial Power

- A/B commercial branch circuits to each SEN cabinet
- Branch circuit capacity matched to solution power requirements and any facility standards
- Supported by facility emergency power generation

2.2.2.3 Uninterruptable Power Supplies

- A/B circuit protection
- Support all colocated backbone equipment
- Capacity (volt-amps) matched to solution power requirements
- Battery runtime 20 minutes (new battery condition)
- Network connected for remote management and SNMP monitoring

2.2.2.4 DC Rectifiers

- A/B rectifiers for -48-volt DC power (or facility DC power)
- Facility-grounded
- SNMP-enabled
- Support all production network equipment – routers, switches, firewalls, etc.

2.2.2.5 Miscellaneous

- Patch cabling
- Demarc extensions
- Inside plant cabling
- Spare items & materials

2.2.3 Network Electronics

All proposed network systems shall be carrier grade with high availability features designed to support critical applications and operational roles.

2.2.3.1 Backbone Equipment

- A/B power supplies -48-volt DC
- Backbone availability expectation is 99.99 percent
- No single points of failure
- Initial backbone capacity 100 Gbps

- Backbone capacity upgradable to 400 Gbps
- Chassis capability to support additional backbone links in future
- Support for jumbo framing on all interfaces
- IEEE 802.3ad link aggregation control protocol (LACP) support

2.2.3.2 Last Mile Equipment

- A/B power supplies -48-volt DC
- Last mile connection availability expectation is 99.9 percent
- Last mile Ethernet interface capacities 10/100/1000 Mbps, 10 Gbps, 100 Gbps per link
- Pluggable interfaces are recommended (SFP, SFP+, QSFP28) for RJ45 copper, DAC/Twinax, or optical
- Minimum support for 20 last mile connections
- Chassis capability to support additional last mile connections in future
- Ethernet uplink interface capacities (if relevant) 10 Gbps, 100 Gbps
- Support for jumbo framing on all interfaces
- IEEE 802.3ad link aggregation control protocol (LACP) support

Offerors shall include a description of how the proposed solution scales to greater than 20 last mile connections per backbone node, including the upper limitations of ports per card and per chassis.

2.2.4 High Level Functional Network Requirements

The SEN backbone shall have a consistent architecture, design, equipment selection, and use of network technologies for all backbone nodes.

The SEN backbone shall have uniform link capacity throughout the SEN.

RFP Offerors shall describe how the proposed solution will respond to and recover from various failure mode scenarios.

Offerors are to rely on their experience and technical expertise to develop and propose a solution architecture that supports all stated requirements and objectives.

2.2.5 Cyber Security Support

Capabilities for SEN participants will be determined by RFP Offeror descriptions of the available value-added cyber security services from recommended ISPs as described in Section 2.5.6.

The SEN is requesting DDoS prevention service at the ISP level, and the SEN may provide additional cyber security services, to be determined by RFP Offeror descriptions of available services and pricing potentially available at the SEN level (for all SEN participants).

2.2.6 Traffic Separation

The SEN backbone shall provide logical traffic separation/segmentation for individual SEN participants. Segmentation on the backbone shall be provided for each SEN participant, based on last mile connections to the backbone.

The SEN backbone shall also provide segmentation for isolation of an operations, administration, and management (OAM) network.

The proposed method for segmentation on the SEN backbone shall be fully explained in the RFP response. The response shall include both a technical description and supporting rationale for using the proposed method. This shall consider technical, operational, and financial benefits relative to alternative approaches.

2.2.7 Core Services

Core services shall be implemented on the OAM network only.

2.2.7.1 Domain Naming System (DNS)

The SEN shall initially provide DNS service for administrative use on the OAM network. The DNS service will eventually be available to all SEN participant domains.

The SEN shall support standard DNS on UDP port 53, and secure DNS on TCP port 53.

2.2.7.2 IPv4 - IPv6 Bridging

The SEN shall provide a proxy service for bi-directional IPv6 bridging for IPv4 SEN participants. This is for limited situations where that is needed, such as when connecting to an IPv6-only network or resource. The IPv6 bridging proxy is not intended to proxy all IPv4 traffic. The SEN will route dual-stack traffic on the backbone and with the public internet.

2.2.8 Growth and Scalability

Offerors shall describe how the proposed solution would be extended to add backbone nodes and backbone capacity.

2.2.8.1 Other Backbone Locations

There are currently five additional backbone locations under evaluation. These are listed in Excel Workbook Attachment A: Candidate SEN Backbone Nodes.

2.2.8.2 Alternate Backbone Network

PSFA requires that Offerors provide a response that includes only the backbone sites listed in Excel Workbook Attachment A. However, a Offeror may additionally propose an alternate backbone network with Offeror-selected backbone facilities.

Alternate backbone sites must be commercial collocation facilities that meet the technical requirements in Sections 2.1 and 2.2. Offerors shall provide sample collocation agreements, pricing, and technical requirements for each facility with the proposal submission. For each alternate backbone node, the Offeror must complete Excel Workbook Attachment G: Backbone Site Checklist.

2.2.8.3 Higher Education institutions

PSFA also anticipates participation by higher education and other institutions that will require further investment in backbone technology, capacity, and resources which are not eligible for E-Rate support.

2.2.8.4 Additional Broadband Initiatives

It is likely that the SEN will be expanded in the future to support additional state broadband priorities. Offerors should consider this potential growth as part of their network design strategy. This would likely be manifested by additional network peering at backbone locations, and additional backbone capacity.

2.2.9 Capacity Planning

SEN backbone must have sufficient capacity to support the total number of end users connected. SEN participation is expected to grow very rapidly during the first few years of operation, and the proposed initial capacity of the backbone should support this.

2.2.9.1 K-12 Participants

Table 2 shows the estimated growth timeline for K-12 end users in the first five years of SEN operation. This timeline and estimated SEN participation shall be used by Offerors to develop proposed response(s) to the RFP.

Table 2 – Estimated SEN Participation and Backbone Capacity

<i>Year</i>	<i>New Participant Sites</i>	<i>New End Users</i>	<i>End Users Cumulative</i>	<i>Backbone (Gbps)</i>
<i>Year 1</i>	56	209,972	209,972	205
<i>Year 2</i>	49	35,285	245,257	240
<i>Year 3</i>	49	35,285	280,542	274
<i>Year 4</i>	48	35,285	315,827	308
<i>Year 5</i>	47	35,256	351,083	343

The combined K-12 student and staff population in the state, plus estimates of library patron use currently total 351,083 end users. Following the capacity and oversubscription model described in Section 2.1.3, the user numbers for “Year 5” in Table 2 result in 343 Gbps of backbone capacity. Accordingly, the proposed solution shall be capable of upgrading to support a 400 Gbps backbone, as listed in Excel Workbook Attachment D: Backbone Price Sheets. Each Offeror shall describe how the proposed network solution would scale to this higher capacity.

2.2.9.2 Additional SEN Participants

The SEN anticipates supporting participants in addition to K-12 education. This includes public libraries and higher education institutions within the State. The timeline and capacity estimates for these future participants are unknown at this time.

To the extent possible, the proposed SEN backbone solution should anticipate the need to scale capacity and provide larger connections to higher education participants. A high-level description of how the proposed solution would scale to accommodate this would be sufficient.

2.2.10 Addressing and Routing

2.2.10.1 Addressing

The SEN plans to use an IPv6 allocation from ARIN that will be used on the production (public-facing) SEN, including last mile connections to SEN participants.

The allocation shall be subdivided to support SEN addressing requirements and allocations for SEN participants that require it. Some SEN participants will have ARIN allocations in use (either IPv4 or IPv6) and will not require allocation from SEN.

IPv6 will be the preferred addressing used on the SEN.

2.2.10.2 Routing

The SEN shall support dual-stack routing of IPv6 and IPv4. Some SEN participants have their own IPv4 allocations, and the SEN must be able to route their prefixes.

The SEN will not route any private addressing on public facing networks. However, the SEN will have an isolated OAM network which shall use private (non-publicly routable) IP addressing.

The SEN will use open standard, mature and well-established gateway routing protocols, such as OSPF or BGP.

The SEN and SEN participants shall maintain separate routing domains. The SEN will not accept dynamic routing updates from SEN participant networks.

SEN participants shall use static routing or default routes to SEN, although dynamic routing/route filtering could possibly be considered.

External BGP (E-BGP) shall be used for ISP peering connections and route filtering.

2.2.11 Network Quality of Service (QoS)

The SEN backbone shall be capable of supporting five QoS traffic classes for queuing and forwarding priority. Classification policy shall be enforceable upon ingress to the SEN backbone, and upon egress may be (optionally) mapped or tagged for SEN participant use.

Network QoS capability is an SEN backbone requirement, however the proposed solution does not need to have QoS designed or configured.

2.2.12 OAM Network and Systems

OAM systems and network are part of the scope of work for the SEN backbone. Proposed backbone solutions shall include the OAM network and system requirements in this section.

2.2.12.1 OAM Network

A separate OAM network will be designed and maintained for all operational, administrative, and management traffic on the SEN. The OAM network shall be isolated from production (public-facing) networks.

2.2.12.2 OAM Addressing and Routing

The OAM network shall use private (non-publicly routable) addressing.

The OAM network shall use the same interior gateway routing protocol as the production SEN network but shall be securely partitioned from all publicly routed networks.

2.2.12.3 OAM Network and System Security

The OAM network design shall include an access control and identity management system to provide Authentication, Authorization, and Accounting (AAA) of all administrative access and activities.

The AAA system shall require the use of multi-factor authentication (MFA) for providing any administrative access.

All SEN systems shall be configured to require AAA access for any level of administrative access.

All administrative users shall be assigned to role-based access control (RBAC) group(s) that permit the absolute minimum level of administrative access needed, for to specific systems.

2.2.12.4 OAM Services

2.2.12.4.1 Syslog

The OAM network design shall include a secure syslog service with local server logging for a minimum of seven days, with secure archiving to a long-term storage drive or repository for no less than 12 months.

2.2.12.5 Domain Naming System (DNS)

The SEN shall provide DNS service for administrative uses on the private OAM network. This shall be isolated from the public SEN network.

DNS shall support standard DNS on UDP port 53, and secure DNS on TCP port 53.

2.2.12.6 Network Time Protocol (NTP)

The SEN design shall include a high availability stratum-1 timing source.

All SEN systems (backbone/last mile/CPE) shall synchronize to the SEN stratum1 timing source via the OAM network.

NTP will initially only be implemented on the OAM network.

2.2.12.6.1 DHCP

The OAM network shall provide DHCP service for automated client configurations.

2.2.12.7 Inbound OAM Access

There shall be several ways to connect to the OAM network, as follows:

- On premise access – authorized users may connect directly to the OAM network while working onsite at an SEN backbone location.
- Remote access – authorized users may connect to the OAM network via an internet-based VPN supported by a dedicated OAM network perimeter firewall.
- Remote emergency access – authorized users may connect to each backbone location via a mobile 4G or 5G modem, or an analog modem (if commercial wireless service is unavailable). Modem access shall connect authorized users to a local terminal server for serial and/or IP management console port access to local backbone systems.

2.2.12.8 Outbound OAM Access

The OAM network shall have very limited outbound internet access, as follows:

- A dedicated OAM network perimeter firewall shall provide very limited internet access that supports outbound access to pre-approved sites for software updates, patches, and potentially other administrative uses.
- The OAM network perimeter firewall shall not permit general outbound internet access for general use.

2.3 SEN Last Mile Connections to SEN Participants

The last mile connections for each SEN participant site of this SOW will be awarded independently of each other. It is essential that Offerors not base pricing or last mile connections on any multiple site discounts or assumptions.

The backbone has a uniform design with consistent operational standards across the SEN.

2.3.1 Remote Connections

SEN participants shall connect to the SEN backbone at the nearest or most cost-effective backbone facility. Last mile connections from SEN participant locations to the SEN backbone may utilize any network technology/protocol that 1) supports the required link capacity, 2) supports IEEE specification 802.3ad link aggregation control protocol (LACP), and 3) connects to an SEN backbone Ethernet interface.

2.3.2 Interfaces for SEN Participants

SEN backbone systems will support termination of participant connections on a variety of common Ethernet interfaces, as previously described in Section 2.2.3.2 and shown in Table 3 - Backbone Interfaces available for last-mile connections.

Table 3 - Backbone Interfaces available for last-mile connections

Speed	Fixed	Pluggable
10/100/1000 Mbps	RJ45	SFP Optical or DAC
10 Gbps	RJ45	SFP+ Optical or DAC
100 Gbps	n/a	QSFP28 Optical or DAC

2.3.3 Capacity and Scalability

SEN backbone systems for last mile connections shall support LACP link aggregation for incremental capacities.

Last mile connection capacity shall be based upon the anticipated number of end users supported at each SEN participant location. SEN capacity calculation shall be based upon 10 Mbps per end user.

Table 4 – Example Last-Mile Connection Capacity Calculations

Example Calculations	End Users	Baseline Network Capacity (Gbps) (assumes 10 Mbps per end user)	Last-mile Capacity Requirement (Gbps) (oversubscribed @ 10:1)
Example 1	256	2.50	0.25
Example 2	1024	10.0	1.00
Example 3	2048	20.0	2.00

Network capacity oversubscription on last mile connections may be used but should not exceed a 10:1 ratio.

It is recommended that last mile connections can support a QoS policy with which it is compatible, i.e., it can be mapped to QoS policy on the SEN backbone.

2.4 Commodity Internet Service

PSFA requires resilient internet access service, from a Tier 1 provider, with direct access (peering connections) to major cloud providers such as AWS, Google, and Azure and Internet2 for the SEN customers.

PSFA has a strong preference for internet service that connects to multiple backbone nodes but will accept service to one node if it is the most cost-effective resilient service offering.

PSFA requires that ISP peering connections shall be highly reliable and available, and support IPv4/IPv6 dual stack connectivity and jumbo frames.

Offerors shall describe in detail how commodity internet access will be designed and deployed. PSFA desires that the SEN has a symmetrical internet service (the same upload and download speeds) but will accept an asymmetrical service, provided that upload speed is not less than 50 percent of the download speed.

2.5 Peering

SEN requires peering connections/services to national, regional, and local networks. Each aggregation / colocation site must allow for state and local peering to SEN K-12, higher education, and regional connectivity for services delivered by the ABQ-G GigaPOP, Front Range GigaPOP, and the Sun Corridor Network. Offerors shall provide details of design and implementation of SEN peering.

2.5.1 Internet exchange points

Offerors shall provide details about internet exchange points that will be used for connecting with ISP(s), and the SEN backbone location that will host peering connection(s), and any technical peering requirements for each location.

2.5.2 Capacity and Interface

Peering services are required for SEN schools and libraries. Peering capacities will vary based on the service agency (e.g., UNM and ABQ-G) and the availability of service connectivity (e.g., 1 Gbps, 10 Gbps, etc.). Offerors will provide detailed peering service and interface descriptions for ISPs or community collaborators.

2.5.3 Resiliency

ISP peering connections to the SEN increase routing and service capacity. RFP Offerors shall describe in detail how the proposed solution will function when all networks, systems, and services are operating normally.

Offerors shall also describe in detail how the proposed solution will function during various failure mode scenarios to provide uninterrupted commodity internet access.

RFP Offeror's descriptions shall include relevant details for capabilities such as network load-balancing, emergency capacity provisioning, and any associated technical requirements for such services.

2.5.4 Routing

The SEN anticipates having an allocated block of IPv6 addresses and an autonomous system (AS) assignment from ARIN. Most SEN participants will use an IPv6 sub-allocation provided by the SEN.

There are SEN participants currently using an IPv4 allocation from ARIN. The SEN backbone will route both IPv4 and IPv6 (dual stack) to support SEN participants and shall provide a bi-directional proxy service for IPv6 bridging when it is needed.

The SEN will use BGP to advertise IPv4 and IPv6 prefixes routed by the SEN.

2.5.5 Commercial Service Agreement

ISP peering agreements shall include contractual language to define and support the terms of service. Offerors shall provide language detailing their support services; it shall describe key roles and responsibilities of both parties and the procedures for reporting service problems.

ISP shall identify the key performance indicators and specific metrics used to determine whether the network service is in compliance. This shall include metrics for network capacity, service availability, prefixes routed, packet loss, network latency, and jitter.

2.5.6 Value-Added ISP Services for SEN Participants

RFP Offerors shall summarize any value-added services that are included or available from ISPs. The SEN is particularly interested in cyber security-related offerings that are available to SEN participants. This would include services such as a managed perimeter firewall, managed endpoint security, content filtering, or network intrusion detection and prevention.

2.5.7 Cyber Security for SEN

RFP Offerors shall describe the cyber services that are available from each ISP. This shall include whether each service is standard or if it is available to the SEN, and the associated cost of each service.

In particular, the SEN is interested in DDoS prevention at the ISP level. The preferred DDoS prevention service would be an always-on solution; however, a manual on-demand service may also be of interest to the SEN.

SEN security services are not E-rate eligible.

2.5.8 Commodity Internet Pricing Guidance

Each Offeror should complete the pricing matrix appended as Excel Workbook Attachment F. Offerors must identify the backbone node(s) where the internet services will be delivered. Offerors can bid multiple nodes for selection by PSFA. Offerors must also outline any value-added services such as those described in Section 2.5.6.

2.6 Additional Response Requirements

2.6.1 Implementation Timeline

For each response, Offerors must include a project timeline with project deliverables for all sites. Offerors must include individual timelines for each aspect of the SEN and technical solution options for which they respond. E-rate-eligible recurring services for funding year 2022 must be delivered between July 1, 2022, and June 30, 2023. All timelines will be considered and evaluated based on these parameters. Actual start date on a construction project is dependent on the timing of the E-rate funding commitment decision letter. Projects involving special construction must be lit by June 30, 2023. It is possible USAC will grant a one-year extension if the construction is delayed for circumstances beyond the service provider's control, but this is not ideal.

2.6.2 Demarcation

All solutions—whether lit fiber, leased dark fiber, dark fiber IRU, self-provisioned fiber construction, or any services provided over a third-party network—must terminate service or infrastructure to an existing rack located within each district site and existing rack(s) located within each backbone node facility. It is the responsibility of the Offeror to coordinate any site visits for confirmation of existing facilities. Solutions bringing service to the property line but not inside of the demarcation address are not acceptable.

The Offeror must specify the expected demarcation setup included in its base fees (e.g., fiber shelf with set-top box CPE and fiber or Cat6a handoff).

2.6.3 Network Diagram

For each response, Offerors must include a physical network diagram displaying the paths to be used to serve each endpoint along with percentages of aerial and underground infrastructure. In addition, each Offeror must provide a detailed network drawing and solution architecture description.

2.6.4 Alternate Funding Consideration

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

2.6.5 Special Construction and Non-Recurring Costs

Offerors submitting proposals including special construction must enter separately in the pricing sheet the costs for special construction, non-recurring costs, and monthly costs. In addition, special construction shall comply with all State of New Mexico construction requirements to include performance and payment bonds as well as prevailing wage rate determinations. Eligible components of special construction are construction of network facilities, design and engineering, and project management. Other one-time up-front costs such as network equipment are to be categorized as non-recurring costs and must be entered into the pricing sheet accordingly.

The E-rate program will only provide funding for strands of fiber that will be lit when the network is turned up. Initially the SEN intends to light two strands per location for both the backbone and last mile connections. The SEN requires a minimum of 12 strands to each location. If two strands of fiber are less expensive than 12, Offerors must identify the incremental cost difference. Further Offerors may decide that a greater strand count is warranted. If the additional strands add cost to the project, Offerors must identify the incremental cost.

Offerors should note that FCC rules allow vendors to place additional strands, beyond the 12 strands required by SEN. On approved projects E-rate will pay special construction charges, defined in the Second E-rate Modernization Order as construction of network facilities, design and engineering, and project management fees, only for the fiber strands that will initially be lit by the applicant. The successful Offeror will pay for the incremental cost of additional fibers that will not be leveraged by the SEN.

For self-provisioned fiber responses, Offerors must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details.

During creation of the consortium's E-rate application, applicants must provide the total cost per foot associated with special construction requests. During the application review process following submission of the E-rate application, Offerors may be required to provide to USAC details about a new fiber build including but not limited to: the number of route feet; cost per

foot; details of the fiber routes being constructed; and/or the breakdown of costs for network equipment, labor, and the total cost per foot for all three types of plant mix/fiber installation (aerial, buried, underground), which should equal the overall average cost per foot indicated on the application.

2.6.6 Required Notice to Proceed and Funding Availability

SEN participants will follow the procurement policies of PSFA, and the 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 consortium's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The consortium will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

2.6.7 E-rate Modernization Order Note

SEN is seeking E-rate discounts on services procured in this RFP. Beginning in 2016 special construction and service eligibility for reimbursements changed as a result of the FCC's Second Report and Order and Order on Reconsideration (FCC-14-189A1) in order to maximize schools' and libraries' options for purchasing affordable high-speed broadband connectivity. As such, it is SEN's intention to seek one-to-one matching funds for costs associated with special construction of last-mile facilities to support high-speed broadband.

Recipients of funding from the Universal Service Fund High Cost Program should take note of their obligation to offer high-speed broadband to schools and libraries located in the geographic area where the carrier receives high-cost support at rates reasonably comparable to similar services in urban areas.

APPENDIX 10: Sample Agreement

THIS AGREEMENT (“Agreement”) is made by and between the Public School Facilities Authority (“PSFA”) and the [Insert Contractor Name], hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.”

WHEREAS, the Contractor was selected as a result of a Response to the Request for Proposal, RFP No. (insert RFP No. and Name) issued by the Public School Facilities Authority (PSFA) for the benefit of the State Education Network (SEN) in accordance with the New Mexico Procurement Code;

WHEREAS, the services and pricing identified in this agreement may be utilized by Participants of the SEN by separate agreement and in some instances in partnership with the PSFA;

WHEREAS, the Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and has been selected as an Offeror most advantageous to the PSFA;

WHEREAS, all terms and conditions of the [RFP Number and Name] and Contractor’s response to such document(s) are incorporated herein by reference; and

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- 1.1. “Acceptance,” “Accept” or “Accepted” means the approval, following Quality Assurance, of all the Deliverables by PSFA’s ELR (“ELR”).
- 1.2. “Application Deployment Package” or “ADP” means Contractor’s centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.
- 1.3. “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
- 1.4. “Change Request” means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
- 1.5. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential PSFA or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by PSFA or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly

disclosed by PSFA or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by PSFA, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.

- 1.6. “Construction” means building, altering, repairing, installing or demolishing in the ordinary course of business as defined by Section 13-1-40 NMSA 1978.
- 1.7. “Data” means a compilation, body, set or sets, of discrete information gathered by PSFA and/or Contractor which PSFA owns and/or controls and which concerns, and may be utilized or manipulated by PSFA and/or Contractor, to further PSFA’s governmental interests, role and mission (“Mission”). Data includes, but is not limited to, PSFA’s information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect PSFA’s ability to further its Mission.
- 1.8. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
- 1.9. “Deliverable” means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to PSFA according to the Scope of Work.
- 1.10. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.
- 1.11. “GRT” means New Mexico Gross Receipts tax.
- 1.12. “Hourly Rate” means the proposed fully loaded maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. Mileage and per diem will be reimbursed based T and U in this section.
- 1.13. “Mileage Rate” means only the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle as referenced in IRS standard mileage rates using link <https://www.irs.gov/tax-professionals/standard-mileage-rates/> at the travel rate for that period/year travel was performed. This is pursuant to the Contractor providing the procuring entity approved work order containing the following information:
 - 1.13.1. Actual mileage reading that is certified as true and correct by the traveler based on the destination mileage chart of the official state map published by the Rand McNally Mileage Calculator. Reference Rand McNally mileage calculator using link <http://maps.randmcnally.com/mileage-calculator.do>
 - 1.13.2. If the actual mileage reading is not available on the Rand McNally mileage calculator, the procuring entity may authorize the memorandum reimbursement for mileage from the dispatch to the customer site.

- 1.14. “Per Diem Rate” means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=
- 1.15. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). PSFA will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made For Hire or any of the PSFA’s Pre-Owned IP. Together, any and all combinations of PSFA’s Pre-Owned IP and Work Made for Hire will comprise “Agency IP.”
- 1.16. “Independent Verification and Validation (“IV&V”)” means the process whereby PSFA retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.
- 1.17. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.
- 1.18. “Payment Invoice” means each of Contractor’s detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to PSFA. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.
- 1.19. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.
- 1.20. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to PSFA according to the Scope of Work. [The title for this Project is [Insert Name of Project].

- 1.21. “Project Manager” means a Qualified Person appointed by PSFA who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to PSFA. The Project Manager for this Project is [Insert Name] or his/her Representative.
- 1.22. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures and process established by PSFA to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
- 1.23. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”
- 1.24. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
- 1.25. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or PSFA hereunder.
- 1.26. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.
- 1.27. “Source Code” means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
- 1.28. “Turnover Plan” means the written plan developed by Contractor and approved by PSFA to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to PSFA or to a third party.

ARTICLE 2 – SCOPE OF WORK

- 2.1. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to PSFA. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
- 2.2. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, PSFA may declare Contractor to be in Default hereunder. In the event PSFA declares Contractor to be in Default, PSFA will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give PSFA a written response that advises PSFA concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for

implementing those measures. Nothing in this Section will be construed to prevent PSFA from exercising PSFA's rights pursuant to Article 6 or Article 16, below.

- 2.3. Schedule. Contractor shall deliver the final Deliverables to PSFA on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent PSFA's prior written consent, according to the Amendment process stated in Article 25, below.
- 2.4. License. Contractor hereby grants PSFA a non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: [Insert name of the software and the patent number if applicable].
 - 2.4.1. PSFA's right to copy the Software is limited to PSFA's archival, backup and training purposes only. All of PSFA's archival and backup copies of the Software are subject to the provisions of this Agreement, and PSFA will reproduce all Software related titles, patent numbers, trademarks, copyright and other restricted rights notices on PSFA's Software copies.
 - 2.4.1.1. Contractor will maintain, at Contractor's sole expense, a copy of the Software Source Code to be kept by Escrow Agent and will identify PSFA as an authorized recipient of the Software Source Code from Escrow Agent. Contractor will store the Software Source Code in magnetic form on media specified by PSFA. Escrow Agent will be responsible for storing and safekeeping the Software Source Code magnetic media. Contractor will replace the escrowed Software Source Code magnetic media at least every six (6) months to ensure readability and to preserve the Software at the then current revision level. Contractor will include all associated Software documentation with the magnetic media, which will allow PSFA to "top load," compile and maintain the Software in the event of Contractor's Default(s).
 - 2.4.1.2. In the event Contractor (a) ceases to do business or ceases to support the Project, or (b) fails to make adequate provision for continued support of the Software that Contractor develops or provides to PSFA, or (c) if Contractor Defaults hereunder, or (d) if this Agreement is terminated, Contractor will, within a twenty-four (24) hour period, make all of the following items available to PSFA: (i) the latest available Source Code and documentation related to the Software that Contractor develops or provides according to the SOW; (ii) the Source Code and compiler/utilities necessary to maintain PSFA's system; and, (iii) Contractor's related documentation for Software developed by third parties to the extent Contractor is authorized to disclose such Software to PSFA. In any of the above circumstances (a), (b), (c) or (d), Contractor will, by virtue of this Section, grant PSFA an automatic, uncontested and unlimited right to use, modify and copy the Software, the Source Code and all of their related documentation.
- 2.5. Source Code. Contractor will deliver any and all Software and Source Code that Contractor develops as a result of Contractor's new development and/or maintenance Software releases. Each of Contractor's Application Deployment Packages ("ADP") must be able to reproduce fully operational applications that include all base application functionalities, all cumulative

release functionalities and include the functionalities, as documented, verified and supported by Contractor, which comprise each new application release.

2.6. PSFA's Rights.

- 2.6.1. Rights to Software. PSFA will have rights to the software as stated in Article 2. 2.4., above.
- 2.6.2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for PSFA, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
- 2.6.3. Protection of Data. Contractor will protect and safekeep all of PSFA's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect PSFA's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while PSFA's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
- 2.6.4. Rights to Data. Any and all of PSFA's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is PSFA's sole and separate property and inures to PSFA's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce PSFA's Data in any manner, or provide of PSFA's Data to any third party absent PSFA's prior written authorization.

ARTICLE 3 - COMPENSATION

- 3.1. Compensation Schedule. PSFA will pay Contractor according to the fixed price set for each Deliverable, per the Compensation Schedule attached hereto as Exhibit B.
- 3.2. Payment. The total compensation hereunder will not exceed [**Insert Dollar Amount**] [**CHOICE #1** - excluding New Mexico gross receipts tax.
 - 3.2.1. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that PSFA pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify PSFA before the price of a Deliverable reaches the

compensation amount for that Deliverable stated in the Compensation Schedule. In no event will PSFA pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor's continued delivery of the Deliverables.

- 3.2.2. PSFA will pay Contractor upon PSFA's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). PSFA will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, PSFA will tender payment to Contractor within thirty (30) days of the date of PSFA's written certification of Acceptance. All Payment Invoices MUST BE received by PSFA no later than fifteen (15) days after the termination of this Agreement. Contractor's Payment Invoices received by PSFA later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

3.3. Taxes.

- 3.3.1. Contractor will be reimbursed by PSFA for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

- 3.3.2. Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold PSFA harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- 3.4. Performance Bond. Contractor will execute and deliver to PSFA, contemporaneously with the execution of this Agreement, a performance bond in the amount of [Insert Total Amount of the agreed upon Performance Bond] (the "Performance Bond") in PSFA's name. The Performance Bond will be in effect for the duration of this Agreement and any renewals hereof. PSFA will condition its release of the Performance Bond upon PSFA's Acceptance of Contractor's full performance and fulfillment of each and every of its Deliverables, terms, conditions, provisions, and obligations hereunder. PSFA's right to recoup monies against the Performance Bond will include all of PSFA's costs and damages associated with the transfer of the Deliverables to a third party or to the State as a result of Contractor's performance failure(s).

ARTICLE 4 – ACCEPTANCE

- 4.1. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the

Deliverable, to PSFA. Contractor will submit its Payment Invoices to PSFA according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to PSFA for any amount(s) that exceed the amount(s) stated in the SOW absent PSFA's prior written permission.

- 4.2. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. PSFA will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:

4.2.1. Meets or exceeds the Deliverable requirements stated in the SOW; and

4.2.2. Complies with the terms and conditions of the RFP; and

4.2.3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and

4.2.4. Complies with all other of Contractor's requirements, duties and obligations hereunder.

- 4.3. In the event the ELR Accepts a Deliverable according to the ELR's Quality Assurance Review, the ELR will send Contractor the ELR's written Acceptance within no later than fifteen (15) Business Days] (the "Acceptance/Rejection Period") from the date the ELR receives each of Contractor's Payment Invoice(s).

- 4.4. Rejection. If the ELR fails to give Contractor notice of PSFA's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by PSFA. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to PSFA together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of PSFA's acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of PSFA's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay PSFA all of PSFA's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three

times, PSFA may declare Contractor to be in Default and may immediately terminate this Agreement. PSFA may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

ARTICLE 5 – TERM

- 5.1. This lease agreement shall become effective after approval by all parties on the (first day of the month following the submittal date of the written notice of acceptance from the district.
- 5.2. CHOICE #1: If this agreement is for (fiber): This Agreement will terminate on [Insert Termination Date], unless terminated pursuant to Article 6, below. The term of this Agreement, including extensions and renewals, will not exceed four years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

- 6.1. Grounds. PSFA may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event PSFA materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares PSFA to be in Default.
- 6.2. Appropriations. PSFA may terminate this Agreement if required by changes in State or federal law, or a funding Commitment Decision Letter (FCDL) from Universal Service Administration (USAC), or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. PSFA's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event PSFA terminates this Agreement pursuant to this subparagraph 6.2, PSFA will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- 6.3. Notice; Opportunity to Cure.
 - 6.3.1. Except as otherwise provided in Paragraph (B), immediately above, PSFA will give Contractor written notice of PSFA's intended termination at least thirty (30) days prior to the effective termination date.
 - 6.3.2. Contractor will give PSFA written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify PSFA's material Default(s) upon which Contractor bases its termination, and (ii) state the measures PSFA should implement to cure such material Default(s). Contractor's termination notice to PSFA will only take effect: (i) if PSFA fails to commence curing PSFA's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event PSFA cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, PSFA will issue a written notice to Contractor concerning: (a) PSFA's intent to cure, and (b) PSFA's commencement of the due diligence necessary to cure its material Default.

- 6.3.3. Notwithstanding the foregoing, PSFA may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as PSFA may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.
- 6.4. Liability. Except as otherwise expressly allowed or provided hereunder, PSFA's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to PSFA for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.
- 6.5. THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PSFA'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

ARTICLE 7 – TERMINATION MANAGEMENT

- 7.1. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of PSFA's other rights to receive Deliverables and other property hereunder, Contractor will:
- 7.1.1. Transfer, deliver, and/or make readily available to PSFA every Deliverable, partially completed Deliverable, and any and all other property in which PSFA has a financial interest, including but not limited to, any and all PSFA Data and/or PSFA Intellectual Property;
 - 7.1.2. Not incur any further financial obligations for materials, services, or facilities hereunder absent PSFA's prior written approval;
 - 7.1.3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as PSFA may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
 - 7.1.4. Take and effect all actions as PSFA may direct, for the protection and preservation of the Deliverables, the Data, PSFA's Intellectual Property and all other all PSFA property as well as any and all records pertaining to, related to and/or required hereunder;
 - 7.1.5. Agree in writing that PSFA is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by PSFA prior to the termination;

- 7.1.6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate PSFA's administration continuity with respect to PSFA's ongoing projects and programs;
- 7.1.7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to PSFA from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to PSFA within thirty (30) days of the date of PSFA's request to Contractor for remittance of the funding reduction(s);
- 7.1.8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse PSFA for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by PSFA following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above;
- 7.1.9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for PSFA's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during PSFA's transition of the Project to a third party; and (2) Contractor's cooperation with PSFA and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to PSFA and the third party.
- 7.2. Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to PSFA of any and all documents, files, PSFA Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP PSFA IP and other materials. Upon receipt of PSFA's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to PSFA a copy of Contractor's most recent versions of all pertinent documents, files, PSFA's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP PSFA IP and other materials, whether provided by PSFA or created by Contractor hereunder.
- 7.3. PSFA. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, PSFA will:
 - 7.3.1. Retain ownership of all Deliverables, PSFA's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and
 - 7.3.2. Pay Contractor all amounts due for the Deliverables Accepted by PSFA prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- 8.1. General. Contractor will defend, indemnify and hold harmless PSFA, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of PSFA, the Risk Management Division of GSD.
- 8.2. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by PSFA, as necessary, to satisfy any outstanding claim that PSFA may have against Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

- 9.1. Ownership. PSFA IP will solely belong and inure to PSFA for PSFA's sole and exclusive use and benefit. PSFA will own and control all right, title and interest to PSFA IP on a worldwide basis. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize PSFA IP for Contractor's benefit or the benefit of any third party or for any purpose other than to fulfill Contractor's obligations hereunder. Contractor will not disclose PSFA IP to any entity or person outside of PSFA absent PSFA's prior written permission.
- 9.2. Contractor will notify PSFA, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s), all of which IP will be considered Work For Hire and a part of Agency IP. Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in PSFA. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of PSFA IP in any person or entity other than PSFA.
- 9.3. In the event, by judgment of a court of competent jurisdiction, PSFA IP is deemed not to have been created or owned by PSFA, Contractor will grant to PSFA and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for PSFA's and/or the State's continued use. PSFA may extend to Contractor the privilege of utilizing all or any portion(s) of PSFA IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION

- 10.1. Intellectual Property License. For the purpose of this Agreement, Contractor hereby grants PSFA a full, complete and non-transferable right and license to utilize any and all of Contractor's Related Pre-Owned IP for so long as PSFA utilizes the Software, Source Code and other Deliverables. Contractor does not grant PSFA any right or license to utilize Contractor's Unrelated Pre-Owned IP. If Contractor expects that any of Contractor's Pre-Owned IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor's responsibility to make the PSFA aware of such Pre-Owned IP in order to eliminate questions of ownership of such IP. If Contractor does use Pre-Owned IP to fulfill the scope of work under this Agreement and identifies such, Contractor, at PSFA's request, hereby grants PSFA a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all such IP.
- 10.2. Intellectual Property Indemnification. At Contractor's sole expense, Contractor will defend PSFA, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), PSFA will:
- 10.2.1. Give Contractor written notice, within forty-eight (48) hours, of PSFA's receipt of an Infringement Claim;
 - 10.2.2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
 - 10.2.3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).
- 10.3. PSFA's Rights. In the event any product, Service or Deliverable that Contractor provides to PSFA hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:
- 10.3.1. Provide PSFA the right to continue using the product, Service or Deliverable and fully indemnify PSFA against any and all third Infringement Claim(s) that may arise from PSFA's use of the product, Service or Deliverable;
 - 10.3.2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
 - 10.3.3.** Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which PSFA owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by PSFA to the extent the modification is the direct cause of the Infringement Claim.

ARTICLE 11 - WARRANTIES

- 11.1. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the “Applicable Specifications”). Contractor’s warranty includes, but is not limited to, Contractor’s making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor’s repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.
- 11.2. Software. Contractor warrants that Software will be correct in all aspects according to the Applicable Specifications. Contractor further warrants that Software will meet the Applicable Specifications for two years following Acceptance by the ELR and implementation by PSFA. In the event Software fails to meet the Applicable Specifications during the warranty period, Contractor will correct the deficiencies, at no additional cost to PSFA, so that the Software meets the Applicable Specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

- 12.1. Key Personnel. Contractor’s key personnel (“Key Personnel”) will not be diverted from this Agreement absent PSFA’s prior written approval. Key Personnel are those individuals PSFA considers to be mandatory to the work to be performed hereunder.
- 12.1.1. Contractor’s Key Personnel hereunder will be:
- [Insert Contractor and/or Subcontractor Key Personnel Name(s)]
- 12.2. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor’s other personnel of equal or superior ability, experience, and qualifications. Contractor’s personnel replacements must be pre-approved in writing by PSFA’s Project Manager. For all of Contractor’s personnel, PSFA reserves the right to require submission of their resumes prior to receiving PSFA’s approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to PSFA’s prior written approval. PSFA, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor’s replacement of its personnel. Contractor will include status reports to PSFA concerning Contractor’s personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor’s personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor’s personnel. PSFA reserves the right to require a change in Contractor’s personnel in the event Contractor’s personnel are not, in PSFA’s sole and exclusive determination, meeting PSFA’s standards and/or expectations.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

- 13.1. **Independent Contractor.** For the purposes of this Agreement, Contractor and Contractor's Employees are independent Contractors who produce and deliver the Deliverables to PSFA. Contractor's Employees are neither employees nor agents of the State ("State Employees"). None of Contractor and Contractor's Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.
- 13.2. **Subject of Proceedings.** Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to PSFA.

ARTICLE 14 - CHANGE MANAGEMENT

- 14.1. **Change Request Process.** In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to PSFA. Each Change Request must meet the following criteria:
- 14.1.1. The Project Manager will draft a written Change Request for the ELR's review and approval, including:
- 14.1.1.1. the name of the person requesting the Change;
 - 14.1.1.2. a summary of the requested Change;
 - 14.1.1.3. the start date for the requested Change;
 - 14.1.1.4. the reason and necessity for the requested Change;
 - 14.1.1.5. the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
 - 14.1.1.6. the impact of the Change upon the Project.
- 14.2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR's receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request,

once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

ARTICLE 15- INSURANCE AND BONDS

- 15.1. 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.
- 15.2. Contractor shall maintain the following insurance for the term of an awarded Agreement, and the District [and PSFA] shall be named as additional insureds. The Contractor will provide for thirty (30) days cancellation notice on any Certificate of Insurance form that is furnished by the Contractor. Such Certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance, and provide a waiver of subrogation.
 - 15.2.1. Workers Compensation (including accident and disease coverage) at the statutory limit.
 - 15.2.2. Employer's Liability: One Hundred Thousand dollars (\$100,000)
 - 15.2.3. Comprehensive General Liability (including endorsements providing broad form property damage, personal injury coverage, and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement). Limits shall not be less than the following:
 - 15.2.3.1. Bodily Injury: One Million dollars (\$1,000,000) per person
One Million dollars (\$1,000,000) per occurrence
 - 15.2.3.2. Property Damage or Combined Single Limit Coverage: One Million dollars (\$1,000,000)
 - 15.2.3.3. Automobile Liability (including non-owned automobile coverage): One Million dollars (\$1,000,000)
 - 15.2.3.4. Umbrella: One Million dollars (\$1,000,000)
- 15.3 If the work involves special construction and the price exceeds \$25,000, the Contractor shall furnish Labor, Material and Performance surety bonds covering faithful performance of the Contract in amounts not less than 100 percent of the Contract amount, exclusive of GRT, unless Owner or the Contract Documents require a lesser percentage, for payment of obligations arising there under. These Labor, Material and Performance bonds shall be delivered to the Owner within seven (7) days of the Notice of Award or evidence satisfactory to the Owner that such bonds are forthcoming. Said bonds must comply with the requirements of §13-4-18, NMSA 1978. If the amount of the Sum of the Work is increased, the amounts of the bonds shall be increased accordingly.
 - 15.2.3.5. A Subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred and twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not

subject the Owner to any increase in cost due to any substitution of an approved Subcontractor.

- 15.2.4. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 16 – DEFAULT

- 16.1. In case of Contractor's Default, for any reason whatsoever, PSFA and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages and special damages. PSFA and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

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

ARTICLE 18 - LIABILITY

- 18.1. Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by PSFA to any equipment or its installation or for losses caused by PSFA's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of PSFA or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

ARTICLE 19 – ASSIGNMENT

- 19.1. Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent PSFA's prior written approval.

ARTICLE 20 – SUBCONTRACTING

- 20.1. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent PSFA's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate PSFA to make a payment, either directly or indirectly, to any subcontractor.
- 20.2. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of PSFA's or State's Confidential Information to a subcontractor absent PSFA's prior written consent. Each subcontractor will agree in a written form pre-approved by PSFA to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

ARTICLE 21 – RELEASE

- 21.1. Contractor's Acceptance of PSFA's final payment made hereunder will operate as Contractor's full release of PSFA, the State, and their officers, employees and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

ARTICLE 22 – CONFIDENTIALITY

- 22.1. Contractor will protect and keep confidential any and all Confidential Information that PSFA provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by PSFA during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent PSFA's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to PSFA within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent PSFA's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to PSFA, or (b) to protect and keep Confidential Information secret may result in PSFA's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 –CONFLICT OF INTEREST

- 23.1. Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of

the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 24 - RECORDS AND AUDIT

- 24.1. Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of seven (7) from the date of PSFA's final payment to Contractor hereunder. Contractor's records will be subject to inspection by PSFA, NMSPA, and the New Mexico State Auditor's Office. PSFA will have the right to audit Contractor's billings prior and subsequent to each of PSFA's payments made to Contractor. PSFA's payment for the Deliverables hereunder will not foreclose PSFA's right to recover PSFA's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.

ARTICLE 25 - AMENDMENT

- 25.1. This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:
- 25.1.1. Deliverable requirements stated in the SOW;
 - 25.1.2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
 - 25.1.3. Compensation for any Deliverable stated in the SOW;
 - 25.1.4. Agreement Compensation, pursuant to Article 3; or
 - 25.1.5. Agreement termination, pursuant to Article 5.

ARTICLE 26 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

- 26.1. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- 26.2. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

ARTICLE 27 – NOTICES

27.1. All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party's Representative.

27.1.1. Notices will be addressed as follows:

27.1.1.1. **For PSFA**

[Insert: Name of Individual, Position
PSFA Name
E-mail Address
Telephone Number
Mailing Address]

27.1.1.2. **For CONTRACTOR**

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

27.1.2. Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email or a hard copy letter addressed to the other Party's Representative.

ARTICLE 28 – GENERAL PROVISIONS

28.1. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:

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

28.1.2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed hereunder. In the event Contractor is found to be out of compliance with

these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.

- 28.1.3. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by PSFA.
- 28.1.4. Wage Rates. If the work involves construction in excess of \$60,000, the prevailing wage rates shall be paid as determined by the Department of Workforce Solutions in accordance with Section 13-4-11 NMSA 1978.
- 28.2. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
- 28.3. Waiver. A Party's failure to require strict performance of any provision of this Agreement will 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 hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- 28.4. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- 28.5. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

ARTICLE 29 - SURVIVAL

- 29.1.** The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement.

ARTICLE 30 - TIME

- 30.1.** Calculation of Time. Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

ARTICLE 31 – FORCE MAJEURE

- 31.1.** Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

Contractor:

By: _____ Date: _____

Print Name: _____

Title: _____

NM CRS Number: _____

PSFA:

By: _____ Date: _____

Print Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

SEN BACKBONE

Option 1: Fully Managed WAN service

Option 2: Leased Dark Fiber

Option 3: Indefeasible Right of Use (IRU) of Dark Fiber

Option 4: Self-Provisioned Fiber Construction (Applicant Owned and Operated Network)

Support Services:

Project Timeline:

EXHIBIT A
SCOPE OF WORK

SEN Last Mile Connections

SEN Last Mile Connections

Option 1: Fully Managed WAN service

Option 2: Leased Dark Fiber

Option 3: Indefeasible Right of Use (IRU) of Dark Fiber

Option 4: Self-Provisioned Fiber Construction (Applicant Owned and Operated Network)

Support Services:

Project Timeline:

EXHIBT A
SCOPE OF WORK

SEN Commodity Internet Service

Commodity Internet Service

Support Services:

EXHIBT B
COMPENSATION SCHEDULE
SEN BACKBONE

EXHIBT B
COMPENSATION SCHEDULE

SEN Last Mile Connections

EXHIBIT A
COMPENSATION SCHEDULE
SEN Commodity Internet Service

**APPENDIX 1: ACKNOWLEDGEMENT OF RECEIPT
AND INTENT TO RESPOND FORM**

RFP 2022-005-MG

Title: Statewide Education Network

Complete this form and return it to the Procurement Manager no later than **December 3, 2021**. This Acknowledgement shall serve as a request for access to the secured online website for submitting the electronic proposals. Failure to return this completed form will not exclude a firm from submitting a proposal; however, only those prospective offerors who return this form will receive notifications regarding the release of any addenda, amendments, or other information pertaining to this solicitation, as well as the access information to the secured proposal submission website.

The following information will be used for all correspondence related to this RFP. Please select the appropriate statement below:

_____ Firm **DOES INTEND** to respond to this RFP.

_____ Firm **DOES NOT INTEND** to respond to this RFP.

Firm's Business Name: _____

Firm's Contact Name: _____

Contact Title: _____ Phone: _____

Contact Email: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Alternate Contact Name: _____

Contact Title: _____ Phone: _____

Contact Email: _____

Please return completed form to:

Marilee P. Gallacher

New Mexico Public School Facilities Authority

1312 Basehart Road SE, Suite 200

Albuquerque, NM 87106

Email: mgallacher@nmfsfa.org

Phone: 505-468-0286

APPENDIX 2: RFP SUBMISSION CHECKLIST FORM

The purpose of this form is to guide the Offeror with its final submission to ensure all required items are included. The Offeror must include this appendix with its submission.

Tab 1 - Required Items – failure to include any of these items may result in your proposal being deemed non-responsive:

- ☐ Appendix 2: RFP Submission Checklist Form
- ☐ Appendix 3: Required Information Form
- ☐ Appendix 4: Letter of Transmittal Form
- ☐ Appendix 5: Acknowledgment of Scope of Work Form
- ☐ Appendix 6: Conflict Of Interest, Non-Collusion, Debarment/Suspension, Certification Form
- ☐ Appendix 7: Campaign Contribution Disclosure Form
- ☐ Appendix 8: Acknowledgment of Receipt of Addenda/Amendments Form
- ☐ Appendix 9: Reference Questionnaire
- ☐ *If applicable*, Valid Resident Business Certificate or Valid Resident Veteran Business Certificate
- ☐ Certificate of Liability Insurance
- ☐ New Mexico Secretary of State Certificate of Organization
- ☐ Current W-9
- ☐ Any additionally required documents not included in the page count

Tab 2 - Mandatory Items - Response to Evaluation Criteria (maximum forty-five (45) pages):

- ☐ Section IV.A.1. – Network Design and Compliance with Scope of Work
- ☐ Section IV.A.2. – Value Added Services/Factors
- ☐ Section IV.A.3. – Capacity and Capability
- ☐ Section IV.A.4. – Past Record of Performance and References
- ☐ Section IV.A.5. – Familiarity with Region
- ☐ Section IV.A.6. – Clarity of Response
- ☐ Section IV.A.7. – Cost: E-Rate Eligible
- ☐ Section IV.A.8. – Cost: Net Cost to Members
- ☐ Section IV.A.9. – Cost: E-Rate Ineligible

Tab 3 (Non-Mandatory Items):

Additional non-scored, non-required, informational items such as promotional documents, current professional licenses/certificates and resumes, etc.

SIGNATURE:

I hereby certify that the information which I have provided on this form is true and correct, and that all items whose boxes are marked are included in this RFP submission. I acknowledge that if my firm's RFP submission is missing any of the items detailed above in Tab 1 and Tab 2, the firm may be deemed non-responsive and will forfeit its submission.

APPENDIX 2: RFP SUBMISSION CHECKLIST SIGNED BY

Authorized Signature: _____ Date: _____

Printed Name, Title: _____

Firm Name: _____

APPENDIX 3: REQUIRED INFORMATION FORM

The following items **MUST** have a response. Failure to respond to all areas will result in your proposal being deemed non-responsive.

The Principal member or officer of the firm who will be responsible for the administration of the contract, including their email address and telephone number;

Principal Member/Officer Name:	
Principal Member/Officer Title:	
Principal Member Direct Email:	
Direct Telephone Number:	

Identify the business name, address, and telephone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants;

Principal Business Name:	
Doing Business As (dba):	
Telephone Number:	
Main Email Address:	
Alternate Email Address:	
Physical Address:	
Mailing Address:	

Indicate the type of firm: corporation, partnership, sole proprietor, joint venture or other;

<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Individual/sole proprietor
<input type="checkbox"/> Limited liability company (LLC)	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other
If Other was selected from above, please specify the type:		

State the year the firm was established, and any former names by which the firm was known;

Year Firm Established:	
Former Names:	
Mergers, Acquisitions:	

List all applicable business licenses your firm holds that are required by the State of New Mexico, including the license number and jurisdiction and the name of license holder exactly as it appears on file.

New Mexico Tax ID #	
New Mexico Secretary of State Business ID #	
Federal Data Universal Numbering System (D-U-N-S) #	

Provide the names and registration numbers of the New Mexico (NM) Licensed General Contractor who will be in direct responsible charge of the work, including their email address and telephone number;

Name	NM General Contractor License #	Expiration Date
1.		
2.		
3.		
4.		

Mailing Address	Telephone #	Email Address
1.		
2.		
3.		
4.		

Indicate whether or not the individual registration has ever been subject to disciplinary action. If yes, include an explanation;

--

SIGNATURE:

This Appendix No.3: Required Information Form has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 2022-005-MG, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of ninety (90) days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

APPENDIX 3: REQUIRED INFORMATION FORM SIGNED BY:

Authorized Signature: _____ Date: _____

Printed Name, Title: _____

APPENDIX NO. 4: LETTER OF TRANSMITTAL FORM

The following items **MUST** have a response. Failure to respond to all areas will result in your proposal being deemed non-responsive.

1. Identity Business Name and Physical Address of the Offeror organization:

Offeror Business Name	
Physical Address	
City, State, Zip Code	

2. Offeror's Business Mailing Address if different than above:

Offeror Business Name	
Mailing Address	
City, State, Zip Code	

3. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
Email Address	
Telephone	

4. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
Email Address	
Telephone	

5. For the person to be contacted for clarifications:

Name	
Title	
Email Address	
Telephone	

On behalf of the Offeror named in Item 1, the authorized Signatory named in Item 3 above commits and accepts the items below.

- Offeror will comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
- Offeror accepts all Terms and Conditions governing this Procurement.
- The submission of Offeror's proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- Offeror acknowledges receipt of any and all addendum/amendments to this RFP.
- Offeror hereby certifies it meets all requirements of financial viability, responsibility and resources to complete all proposed activities within the period of performance as detailed in this RFP.

Authorized Signature: _____ Date: _____

Printed Name: _____

(Must be signed and dated by the person identified in Item #3, above.)

APPENDIX 5: ACKNOWLEDGEMENT OF SCOPE OF WORK FORM

The Offeror, through the undersigned, hereby acknowledges that they understand the Scope of Work to be performed in Exhibit B: Scope of Work, and that they have the capacity, capability, and past record of performance to perform the work. This page has been signed by a signatory with the authority to bind the Offeror. By signing this page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of ninety (90) days from the date proposals were due.

This completed Acknowledgement must be included in the Offeror's Proposal with the Mandatory Specifications, Forms, Acknowledgements, all Appendices and Attachments.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Firm Name: _____

APPENDIX 6: CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to the New Mexico Public School Facilities Authority (PSFA) in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of PSFA (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any PSFA employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____. List below the name(s) of any PSFA employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree?

YES – Initials of Authorized Representative of Vendor: _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to PSFA’s Contracts Administration Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST, NON-COLLUSION, and DEBARMENT/SUSPENSION STATUS requirements, and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City, State, Zip Code: _____

APPENDIX 7: CAMPAIGN CONTRIBUTION DISCLOSURE

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The Prospective Contractor must disclose whether they, a family member or a representative of the Prospective Contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the Prospective Contractor, a family member or a representative of the Prospective Contractor to the public official exceeds Two Hundred Fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a Prospective Contractor, a family member of the prospective Contractor, or a representative of the Prospective Contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a Prospective Contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the Prospective Contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

“Prospective Contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a Prospective Contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the Prospective Contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

Signature

Date

Title (position)

Offeror

Business Name

– 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)

Offeror Business Name

**ONLY
SIGN
WHERE
APPLICABLE**

APPENDIX 8: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby attest that I have received the following addenda/amendment(s) to RFP 2022-005-MG as follows:

ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____

Authorized Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

APPENDIX 9: REFERENCE QUESTIONNAIRE
See Paragraph IV.A.4. and IV.B.8.

Offeror, include this page with your Proposal

The PSFA, as a part of the RFP process, requires Offerors to submit a minimum of three (3) and a maximum of five (5) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror, list below the names of the businesses from whom a Reference Questionnaire is being requested. Include this page in your proposal. Send each of the Businesses below the 4-page Questionnaire.

	Business Name	Contact Name	Contact Email Address
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

The Business Reference, in turn, is requested to submit the completed Reference Questionnaire (one per reference) via email directly to:

Name: Marilee P. Gallacher, SPSM
Procurement Manager
NM Public School Facilities Authority
Email: mgallacher@nmpsfa.org
Phone: 505-468-0286

The Reference forms must be submitted by January 18, 2022 for inclusion in the evaluation process. The form with information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

New Mexico Public School Facilities Authority
RFP 2022-005-MG: New Mexico Statewide Education Network

REFERENCE QUESTIONNAIRE

Reference Request Regarding:

Offeror Business Name

Hello,

This form is being submitted to your company for completion as a business reference for the company listed above.

Do NOT return this 4-page form to the Offeror Business referenced above.

This completed 4-page form must be returned no later than January 18, 2022 to the Public School Facilities Authority to the following email address:

Email: mgallacher@nmopsfa.org
Name: Marilee P. Gallacher, SPSM
 Procurement Manager
 NM Public School Facilities Authority
Phone: 505-468-0286

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

Complete the information below:

Company providing reference:	
Contact name and title/position:	
Contact telephone number:	
Contact Email address:	
Project description:	
Project dates (starting and ending):	
Project this reference is regarding:	

REFERENCE QUESTIONNAIRE

QUESTIONS:

1. In what capacity have you worked with this company in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. Who were the company's principal representatives involved in your project, and how would you rate them individually? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

COMMENTS:

4. How satisfied are you with the products developed by the company?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. With which aspect(s) of this company's services are you most satisfied?
COMMENTS:

6. With which aspect(s) of this company's services are you least satisfied?
COMMENTS:

7. How well was this company able to control the project costs?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. How well was this company able to meet the project schedule?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

9. Would you recommend this company's services to your organization again?
COMMENTS:

ATTACHMENTS A-G COST PROPOSAL FORMS

See attached Cost Proposal Forms in Excel Format for the following:

Attachment A – SEN Backbone Nodes

Attachment B – SEN Participant Location Connections

Attachment C – Additional SEN Backbone Nodes

Attachment D – Backbone Pricing Sheets

Attachment E – Last Mile Pricing Sheets

Attachment F – Commodity Internet Pricing

Attachment G – Backbone Site Checklist