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Española Public Schools

Striving for Excellence

ESPANOLA PUBLIC SCHOOLS

REQUEST FOR PROPOSALS (RFP)

INTERNET ACCESS/WAN CONNECTIVITY

RFP#

2023-0003-IA/WAN

FEBRUARY 1, 2024

Commodity Code Number(s):83829, 96218, 91551

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:
FEBRUARY 29, 2024 AT 4:00PM

ADDRESS HERE:

405 Hunter Street, Espanola, NM 87532 _

Late Proposals will not be accepted. It is the responsibility of the Offeror /Provider to ensure that proposals are delivered on time to the correct address

PRE-PROPOSAL CONFERENCE MAY/SHALL BE HELD AS FOLLOWS:
DATE: FEBRUARY 6, 2024 AT 10:00AM Please join my meeting from your computer, tablet or smartphone. meet.google.com/uqc-bguy-fbm

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

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

It is the intent of this RFP to obtain quotes/proposals from qualified and experienced Contractors to provide high density, E-rate eligible broadband related equipment and/or services with the ability to leverage federal E-rate funds, at an anticipated average discount rate of approximately Eighty-Five Percent (85%). Any contract execution by virtue of this RFP shall be subject to FCC, USAC, and applicable New Mexico Statutory Procurement requirements.

Espanola Public Schools (EPS) needs to procure Internet Services for the district as well as obtain a high-speed Wide Area Network (WAN). EPS needs to maintain and/or increase Internet speeds which can be upgradable from 1Gbps to 10 Gbps and up to 100Gbps.

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

B. SCOPE OF PROCUREMENT

This RFP covers, dependent upon the specific Statement of Work (SOW) detailed in **Exhibit A**, shall require the Offeror / Provider to provide one or more of the following E-rate supported IA/WAN Services.

1. Leased Lit Fiber:

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

2. Internet Access & Transport Bundled:

Seeking bids/proposals for commercial grade Internet Access service districtwide.

3. Maintenance and Operations

On-going maintenance for all lit fiber solutions, as well as management for operations of the network equipment districtwide. Respondents will provide pricing in the applicable tab(s) in the cost pricing worksheet.

The District seeks to procure/lease fiber optic wide-area network/internet system for transmitting and receiving of Data, Voice, and Video. The selected offeror / provider shall be a quality vendor with

experience in multi-site installations that match EPS district’s internet / WAN footprint and capabilities to provide responsive service for the network systems installed.

The wide area network system must meet open industry standards, and meet the requirements established

by the District as described in Exhibit A of this RFP.

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

B.1. STANDARD, QUALIFICATIONS & REQUIREMENTS

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

Offeror / Provider shall have an established and proven ability to provide and ensure:

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

C. PROCUREMENT MANAGER & PROTEST MANAGER

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

Name: Julie Guinn, Procurement Manager
Address: Espanola Public Schools
405 Hunter Street
Espanola, NM 87532

Telephone: 505-367-3314
Fax: _____
Email: [Julie Guinn@K12espanola.org](mailto:Julie.Guinn@K12espanola.org)

2. **Any inquiries or requests** regarding this procurement shall be submitted, in writing, to the **Procurement Manager**. Offerors may contact **ONLY** the Procurement Manager regarding this procurement.
3. The **Protest Manager** for this procurement shall be Julie Guinn the Certified Chief Procurement Officer (CPO) of Espanola Public Schools whose contact information is located on the State of New Mexico General Services/Procurement Department website at:
<http://www.generalservices.state.nm.us/statepurchasing/chief-procurement-officer-list.aspx>
4. **Protests of the solicitation or award must be delivered by certified/tracked mail via a common carrier such as UPS or FedEx, or the USPS to the Protest Manager. Faxed or e-mailed protests will not be accepted.**
5. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted.

D. PROCUREMENT LIBRARY

A procurement library has been established. Offerors /Providers are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. As a service to the potential Offerors / Providers, the Procurement Manager will make copies of those documents that are not available on-line. The library contains information listed below:

The library contains the information listed below:

Procurement Regulations, 1.4.1 NMAC

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

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	School	Feb 1, 2024
2.	Pre-Proposal Conference RSVP		
3.	Pre-Proposal Conference (Non-mandatory/Mandatory)	School Mandatory	Feb. 6, 2024 @ 10:00 a.m.
4.	Intent to Respond to RFP	Service Providers	Feb 13, 2024
5.	Deadline to Submit Written Questions	Service Providers	Feb 20, 2024
6.	Response to Written Questions/RFP Amendments	School	Feb 22, 2024
7.	Submission of Proposal	Service Providers	Feb 29, 2024
8.	Proposal Screened & Distribution to Committee	School	March 5, 2024
9.	Selection of Finalists	School	March 11, 2024
10.	Interviews with Finalists, if held		TBD
11.	Final Evaluation Review/Recommendation of Award	School	March 15, 2024
12.	Contract Negotiations	School and Service Provider	March 25, 2024
13.	Award	School Board Meets March 21	

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Espanola Public Schools on February 1, 2024.

2. Pre-Proposal Conference RSVP (if Mandatory)

If Conference is Mandatory, Potential Offerors shall hand deliver or email, return by delivery receipt email or USPS registered or certified mail, to have their organization placed on the procurement distribution list, a letter affirming the intent to attend. The letter shall be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 2:00 pm MST or MDT on February 5, 2024.

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

3. Pre-Proposal Conference

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

Location Name: Espanola Public Schools
Room: Conference Room
Address: _405 Hunter Street
City/State/Zip: _Espanola, NM 87532
Phone: 505-367-3314
Email: _ julie.guinn@k12espanola.org

4. Intent to Respond to RFP

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

The Procurement Distribution List will be used for the distribution of written responses to questions and any RFP amendments. Failure to provide notice your organization’s “Intent to Respond to RFP” shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s / Provider’s organization name shall not appear on the Distribution List.

5. Deadline to Submit Written Questions

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

6. Response to Written Questions/RFP Amendments

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

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

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

7. Submission of Proposals

Proposal shall be delivered at the date and time stated in the RFP Schedule, to the location stated herein. Your proposal may be hand-delivered, delivered by a common carrier such as UPS or FedEx, or the USPS. Faxed or e-mailed proposals will not be accepted. Regardless of the method

you choose to deliver your proposal; late proposals will not be accepted under any circumstances. It is the Offeror’s responsibility to ensure that the proposal is delivered to the correct location at the appointed time. Your Proposal shall be sealed in an envelope or box and shall be clearly identifiable on the outside of the envelope or box as to its contents.

Mark the outside of the envelope or box as follows:

“RFP # _2023-0003-IA/WAN DUE ON _February 29, 2024 at 4:00pm MDT

Deliver Proposal to:
ATTN: _Julie Guinn
c/o __Espanola Public Schools
Address: _405 Hunter Street_
City/State/Zip: _Espanola, NM 87532_
Phone: _505-367-3314 _

8. Proposals Screened & Distributed to Committee

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

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

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

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

After the Final Scoring/Ranking is completed by the Procurement Manager, the Cost Proposals will then be opened and evaluated, scored, and ranked. Cost Proposals to determine the short list of Offerors / Providers.

(Finalist) to be interviewed. **The District reserves the right to hold interviews, or not, depending on the outcome of the Technical and Cost Proposal evaluations.**

9. Selection of Finalists

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

10. Interviews with Finalists, If Applicable/Held

Interviews may be conducted if the Evaluation Committee determines it is in the best interests of the District to do so. Finalists will be notified by e-mail with return receipt and/or in writing, if a pre-interview meeting will be held for the purpose of distributing questions, rules and schedules for interviews.

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

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

11. Final Evaluation Review/Recommendation for Award

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

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

12. Contract Negotiations

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

13. Protest Deadline

Any protest by an Offeror /Provider must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard

Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Protest Manager.

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Offeror / Provider Responsibility

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

4. Subcontractors/Consent

The prime Offeror / Provider shall be wholly responsible for the entire performance of the contractual agreement.

5. Amended Proposals

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

6. Offeror / Provider Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

9. No Obligation

This RFP in no manner obligates the District, the State of New Mexico or any of its Agencies to the eventual rental, lease, purchase, etc. of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

In the event Offeror / Provider forms or parts of forms are included as an attachment, Offeror / Provider agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Offeror /

Provider forms regardless of any statement to the contrary in an Offeror / Provider form(s) or proposal. Notwithstanding the preceding sentence, the District reserves the right to consider the Offeror / Provider additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Offeror / Provider in response to this RFP. Unless the District specifically agrees in an express written amendment of this solicitation, terms and conditions on Offeror's / Provider's forms shall be of no effect.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

In additions to the Terms and Conditions listed verbatim in this RFP, the Terms and Conditions contained in the Services Contract/Agreement (*herein after referred to as Sample Agreement*) are equally applicable to this solicitation/procurement process, and are incorporated herein and made a part of this RFP to the same extent as if they have been set out verbatim. A PDF Version of the Sample Agreement is located at, and Contractors participating in this RFP process, shall obtain a copy from website:

http://www.k12espanola.org/departments/business_services/procurement/r_f_ps.

The contract between a District and a contractor will follow the format specified by the District and contain the terms and conditions set forth in the Sample Agreement. However, the contracting District reserves the right to negotiate provisions in addition to those contained in this RFP Sample Agreement with any Offeror / Provider. The contents of this RFP, as revised and/or supplemented, and the successful Offeror / Provider proposal will be incorporated into and become part of any resultant contract.

The District discourages exceptions from the contract terms and conditions as set forth in this RFP and Sample Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Procurement Manager, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal/contract rewrite to correct.

Should an Offeror / Provider object to any of the terms and conditions as set forth in the RFP Sample Agreement strongly enough to propose alternate terms and conditions in spite of the above, the Offeror / Provider must propose **specific** alternative language. The Evaluation Committee or Procurement Manager may or may not accept the alternative language. General references to the Offeror / Provider terms and conditions or attempts at complete substitutions of the Sample Agreement are not acceptable to and will result in disqualification of the Offeror / Provider proposal.

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

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

The District may accept any item or group of items of an offer, unless the Offeror/Provider qualifies the offer by specific limitations. Unless otherwise provided in the RFP, offers may not be submitted for quantities less than those specified. The District reserves the right to make awards to multiple contractors on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror / Provider specifies otherwise in the offer.

16. Offeror / Provider Terms and Conditions

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

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. District Rights

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

23. Cost Adjustments

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

24. Right to Publish

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

25. Ownership of Proposals

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

26. Indemnification

The Offeror / Provider shall defend, indemnify and hold harmless the District and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Offeror / Provider, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Offeror / Provider resulting in injury or damage to persons or property during the time when the Offeror / Provider or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Offeror / Provider or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Offeror / Provider, the Offeror / Provider shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District and the Risk Management Division of the New Mexico General Services Department by certified mail.

27. Confidentiality

Any confidential information provided to, or developed by, the offeror / provider 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 offeror / provider without the prior written approval of the District.

The Offeror / Provider agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.

28. Internet Access & E-mail address required

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

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror / Provider possession and the version maintained by the District, the Offeror / Provider acknowledges that the version maintained by the District shall govern. Please refer to: http://www.k12espanola.org/departments/business_services/procurement/r_f_ps

30. New Mexico Employees Health Coverage

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

31. Campaign Contribution Disclosure Form

Offeror / Provider must complete, sign, and return the Campaign Contribution Disclosure Form, Attachment B, as a part of their proposal. This requirement applies regardless whether a covered

contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

32. Pay Equity Reporting Requirements

- A. If the Offeror / Provider has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror / Provider must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror / Provider not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror / Provider must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror / Provider must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror / Provider must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

33. Disclosure Regarding Responsibility

- A. Any prospective Offeror / Provider and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any State Agency, District or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Offeror / Provider, or any principal of the Offeror's / Provider's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State Agency, District or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

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

 - a. judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency, State Agency, District or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Offeror / Provider shall provide immediate written notice to the Purchasing Agent or the District's Chief Procurement Officer if, at any time during the term of this Agreement, the Offeror / Provider learns that the Offeror's / Provider'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 Offeror / Provider responsibility and ability to perform under this Agreement. Failure of the Offeror / Provider to furnish a disclosure or provide additional information as requested will render the Offeror / Provider nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Offeror / Provider 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 Offeror / Provider 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 Offeror / Provider must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Offeror / Provider knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Offeror / Provider from eligibility for future solicitations until such time as the

matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

34. New Mexico Preferences

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

35. Requirement for Bid Security

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

36. Bonding of subcontractors

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

37. Public Works Act

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

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

Offerors / Providers shall deliver:

1. **Cost Proposals** – One (1) ORIGINAL HARD COPY and one (1) Electronic Copy (USB Jump Drive) of the proposal containing ONLY the Cost Proposals; ORIGINAL and COPY of Cost Proposals shall be in separate labeled in a separate binder. **The electronic copy can NOT be emailed.**

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

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

Any proposal that does not adhere to the requirements of this RFP may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

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

Submit 1 original signed and dated hard copy and 3 hard copies of each printed, signed, and dated Cost Proposals (1. Lit Pricing Worksheet, 2. Internet Services Worksheet, 3. Maintenance Services Cost Worksheet and 4. Total Cost Breakdown Worksheet) and all information on a USB drive. The required quantity of copies must be submitted to Procurement Manager at the location specified herein on or before the closing date and time for receipt for proposals for a proposal to be considered responsive to this RFP.

The Cost Proposal) inclusive of the Jump Drive, shall be submitted in a sealed envelope and clearly identified on the outside of the envelope as three separate completed cost proposals. **(1. Lit Pricing Worksheet, 2. Internet Services Worksheet, 3. Maintenance Services Cost Worksheet and 4. Total Cost Breakdown Worksheet)**

1. Proposal Content and Organization

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

General RFP Submittal Guidelines

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

Non-Conforming Proposal

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

Proposal Signature:

Proposal shall include the complete mailing address of the Offeror / Provider and shall be signed by an authorized representative of the Offeror / Provider by original signature with the signer's full name and

legal title typed below the signature line. Each proposal shall include the Offeror / Provider Federal Employer's Identification Number or Social Security Number as applicable.

Amendments:

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

The number of pages for Proposal materials *excluding mandatory pages such as the Letter of Transmittal, Table of Contents, and Attachments*, shall not exceed forty-five (45) (pages shall be sequentially numbered) excluding Attachments 1,2, 3, and 4.

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

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

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

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

Cost Proposals: (1. Lit Pricing Worksheet, 2. Internet Services Worksheet, 3. Maintenance Services Cost Worksheet and 4. Total Cost Breakdown Worksheet)

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

Mandatory

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

- a. *Identify the submitting organization and NM CRS number*
- b. *Identify name and title, telephone and fax numbers, and e-mail address of the person(s) authorized by the Offeror to contractually obligate the organization for the purpose of this proposal*
- c. *Identify the name, title(s), telephone and fax number(s) and e-mail address of the person authorized to negotiate the contract on behalf of the organization*
- d. *Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification questions regarding this RFP*
- e. *Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 2.8 of this Request for Proposals.*
- f. *Be signed by a person authorized to contractually obligate the organization*
- g. *Acknowledge receipt of any and all amendments/addenda to this RFP*
- h. Cost Proposals **(1. Lit Pricing Worksheet, 2. Internet Services Worksheet, 3. Maintenance Services Cost Worksheet and 4. Total Cost Breakdown Worksheet)** should be submitted in a SEALED ENVELOPE clearly marked on the outside of the envelope as follows:
“Cost Proposal RFP #_2023-0003-IA/WAN”
Name of Offeror / Provider

Provide a breakdown of costs to perform the work. Costs proposed should be in direct relationship to the services offered in relation the IA/WAN requested by EPS.

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

The Cost Proposals shall be sealed in an envelope that is identified with the Offeror / Provider name marked “COST PROPOSALS” and must be submitted with the Offeror’s / Provider’s proposals. Offerors / Providers shall use the **Cost Proposals Form included in this RFP as (1. Lit Pricing Worksheet, 2. Internet Services Worksheet, 3. Maintenance Services Cost Worksheet and 4. Total Cost Breakdown Worksheet).**

reimbursable expenses, for all services requested. Profit and overhead shall be incorporated into the rates.

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

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

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

Per Diem

This represents the maximum allowable per day rate paid to the Contractor who have to stay overnight or weekly while working on a project. Offerors shall be paid Per Diem per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978, and the New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. *(Applicable only to “round-trip” mileage, to and from the project site, that exceeds 200 Driving Miles from the Contractor’s Home Office location, and if the Contractor’s staff is required to stays overnight.)*

Mileage Rate

This represents the per mile rate paid to the Contractor when a company/individual owned vehicle is used for transportation to the project site from the Contractor’s home office to the project. Offerors shall be paid for “round-trip” mileage, which exceeds 200 driving miles, per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978 and the New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. *(Applicable only to “round-trip” mileage, to and from the project site, that exceeds 200 Driving Miles from the Contractor’s Home Office location.)*

Proposed Per Diem and Mileage Rates shall not exceed U.S. Federal Government/GSA Rates.

Transportation - Air Fare and Vehicle Rental

If Air Transportation or Vehicle Rental will be a necessary or regular requirement of the Offeror’s services, under an Agreement resultant of this RFP, Offeror / Provider shall include a narrative document specifically detailing the necessity/requirement which shall also identify and designate a single/one origination point from which travel cost will be based, e.g., Offeror’s / Provider’s Mobilization Base or the Company’s Home Office.

Offeror’s / Provider’s reimbursement for Air Fare will be limited to the cost of travel by a direct route or on an uninterrupted basis, using coach-class service *(the lowest fare offered regardless of airline terminology used)*, unless other than coach-class service is authorized.

Offeror’s / Provider’s reimbursement for use of a rental vehicle will be limited to the use of the least expensive compact car available, unless an exception for another class vehicle is approved. Offeror / Provider may be authorized the use of other than a compact car if use, of other than a compact car, is necessary to reasonably accommodate the transport of tools or equipment items required for the services to be provided.

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

Reimbursable Expenses

This represents the cost of expenses other than Travel, Per Diem, Transportation, or Mileage. Those items such as supplies, materials, or services shall be identified separately. Offerors / Providers are to indicate the percentage of mark-up/overhead/processing costs to be added to the actual expense incurred by the Offeror / Provider.

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

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

Limitation for Mileage, Overtime

In preparing a proposal for a project, mileage and per diem may be added for mileage, to and from location of the project, that exceeds 200 “round-trip” driving miles (for Per Diem), and exceeds 200 “round-trip” driving mile (for Mileage) to and from the Contractor’s Home Office location. If overtime is required and approved to meet a project’s timelines, the additional costs must be clearly identified and must be approved by the District in advance.

Separate Line Items to be shown

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

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK (See Exhibit A)

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

B. TECHNICAL SPECIFICATIONS (See Exhibit A)

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

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

1. Organizational Experience

Offerors **must**:

- a) Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must**

thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of internet and/or WAN service. All internet and/or WAN service provided to private sector will also be considered;

- b) Indicate how many _ internet and/or WAN service _ have been installed in the last two years and what percentage of business revenue is derived from internet and/or WAN service engagements;
- c) Describe at least two project successes and failures of a _ internet and/or WAN service __ engagement. Include how each experience improved the Offeror's / Provider's services.

2. Organizational References

Offerors / Providers should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the District reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror / Provider responsibility.

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

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

3. Oral Presentation (*Evaluation Optional Requirement*)

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

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors / Providers Financial Stability shall be assessed as prescribed under the applicable standards contained in Determination of Responsibility of Contractors' Financial Viability Guidance and Matrix documents.

Bid/Performance/Payment Surety Bond

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

2. Letter of Transmittal Form

The Offeror's / Provider's proposal **must** be accompanied by the Letter of Transmittal. The letter **must** be completed and must be signed by the person authorized to obligate the company.

3. Campaign Contribution Disclosure Form

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

4. Cost

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

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

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

5. Resident Business or Resident Veterans Preference

RESERVED

D. Insurance Requirements

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

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factors	Points Available
Technical Specifications	Points must be assigned and defined for all factors (must total 100% of available points)
Organizational Experience (Combined a thru d Total)	
a. Corporate Information/Experience	5
b. Key Personnel	5
c. Technical Approach	10
d. Management Approach	5
Organizational/Project Performance References	15
Oral Presentations (If Applicable)	N/A
Mandatory Specification	20
Desirable Specification	5
Business Specifications	
Financial Stability	Pass/Fail
Performance/Payment Surety Bond (For any Proposal \$25k & over)	Pass/Fail
5% Proposal/Bid Bond (For any Proposal \$25k & over)	Pass/Fail
Letter Of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Applicable Insurance Certificates	Pass/Fail
Certificate or Proof of Public Works Registration (For any Proposal \$60k & over)	Pass/Fail
Cost	35 e-rate eligible
TOTAL	100 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Organizational Experience

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

a. Corporate Information/Experience

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

b. Key Personnel

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

c. Technical Approach

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

d. Management Approach

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

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

The Evaluation Committee will review details submitted by each Offeror / Provider on projects performed within the past five (5) years as well as any current projects or contracts with government agencies and private industry with respect to such factors as relevance to the type of services required by this Request for Proposals, control of costs, quality of work, and ability to meet schedules. Provide the name of the firm/agency, address, telephone number and a contact person for the three (3) top projects listed.

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

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

4. Mandatory Specifications

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

5. Desirable Specifications

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

6. Financial Stability

Pass/Fail only. No points assigned.

7. Performance & Payment Bond

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

8. Proposal/Bid Bond

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

9. Letter of Transmittal

Pass/Fail only. No points assigned.

10. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

11. Certificate of Public Works Registration (Pass/Fail only. No points assigned.)

In order for any Offeror / Provider, serving as prime contractor or not, to submit a bid, proposal, or be considered for award of any portion of a public works project at or more than sixty-thousand dollars (\$60,000), the Offeror / Provider shall have a Certificate or have proof of Public Works Registration.

A State or any Local public body of the State shall not accept a bid or proposal on a Public Works Project from a Offeror / Provider that does not provide proof of required registration. *(Authority: Chapter 13, Article 4, Section 13-4-13-1 NMSA 1978)*

12. Cost

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

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

13. New Mexico Preferences

RESERVED

A. New Mexico Business Preference

RESERVED

B. New Mexico Resident Veterans Business Preference

RESERVED

C. EVALUATION PROCESS

1. All Offeror / Provider proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror / Provider for clarification of the response.
3. The Evaluation Committee may use other verifiable sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors / Providers with the highest scores will be selected as finalist Offerors / Providers, based upon the proposals submitted. The responsible Offerors / Providers whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. All final calculations of point standings, including any addition or deduction of points to Offeror / Provider submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
6. A maximum total of 100 points are possible in scoring each proposal for determining the shortlist of firms for further evaluation. The Evaluation Committee will evaluate the proposals and if it is determined that Offerors / Providers will be interviewed, the Procurement Manager will notify the Shortlist Finalists. Offerors / Providers that do not make the Shortlist will also be notified.
7. All committee rankings are public record and will be available for public inspection at the District offices after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

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

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

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

ATTACHMENTS

1. Lit Pricing Worksheet.
2. Internet Services Worksheet.
3. Maintenance Services Cost Worksheet.
4. Total Cost Breakdown

ATTACHMENT A
INTENT TO RESPOND TO RFP FORM

REQUEST FOR PROPOSALS

TITLE: E-Rate _Internet Access/WAN Connectivity___ Services - RFP # 2023-0003-IA/WAN

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

This acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than close of business on __Feb. 13, 2024_____, the close of business is 5:00 PM MST. Failure to return this form with the intention of submitting a proposal will jeopardize the receipt Offeror written questions and the District’s written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE No. :(_____)** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

ALTERNATE CONTACT INFO

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

PHONE No. :(_____) _____

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

Place an “X” on the appropriate statement below:

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

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

Procurement Manager:

Name: Julie Guinn
Title: Chief Procurement Officer
District Name: Espanola Public Schools
Address: 405 Hunter Street

TELEPHONE: 505-367-3314
Fax Number:
E-mail: Julie.guinn@k12espanola.org

ATTACHMENT B (Mandatory)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

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

Signature _____

Title/Position _____

Date _____

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature _____

Title (Position) _____

Date _____

**ATTACHMENT C
ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

TO RFP # 2023-0003-IA/WAN

I hereby attest that I have received the following amendment(s) to the RFP 2023-0003-IA/WAN as follows:

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

Signed by: _____ TITLE: _____

EXHIBIT A – SCOPE OF WORK

Espanola Public Schools (EPS) is soliciting proposals for internet access and WAN for the locations identified in the Scope of Services below.

SCOPE OF SERVICES

EPS needs to procure Internet Services for the district as well as obtain a high-speed Wide Area Network (WAN). EPS needs to maintain and/or increase Internet speeds which can be upgradable from 1Gbps to 10 Gbps and up to 100Gbps.

The following is specifically what the district is wanting to procure:

- EPS requests that the Offeror / Provider ensure that the capability in the district's WAN links speeds are gradable from 100 Mbps, to 10 Gbps and up to 100Gbps.
- EPS requires that the Offeror / Provider provides speeds as identified in attached proposed cost worksheet attached to the RFP. Offeror / Provider needs to ensure the district has the block of address (30 public IPv4 IP addresses, provision/support for IPv6, data usage reporting (includes monitoring usage based on average monthly per day monthly and total per month). Offeror / Provider is expected no less than 95% Quality of Service (QOS) or better, which will help support the district's current and future needs. Internet and transport services are required for all district facilities / locations by one Offeror / Provider and no third parties.
- The Offeror / Provider is expected to provide the district with a dedicated Lit Transport Bandwidth throughput (upload and download) of upgradeable service as needed from 100 Mbps, to 10 Gbps up to 100 Gbps. Offeror / Provider should have a Service Level Agreement (SLA) that guarantees that equipment is available to maintain service between the service at all designated endpoints.
- EPS wishes to compare Leased Lit Services (with Internet Access), Internet Access for this portion of the Wide Area Network (WAN). The definitions listed above are based off the drop-down selections from the FCC Form 470. Prospective bidders are strongly encouraged to review USAC's web site for further definition of these options. Note that these options are listed here in no order of preference and EPS is looking for the best and most cost-effective solution. Offeror / Provider will be required to comply with specific requirements on Tribal Land.
- Offeror / Provider needs to provide a schedule that identifies the total costs proposed for Attachments 1,2,3 and 4. Total Cost Breakdown. This information will reflect the total proposed costs to perform the scope of work as identified in this RFP.

All Offerors / Providers must be capable of providing telecommunication services under the Universal Service Support Mechanism.

Services provided by the Offeror / Provider for the Schools / Facilities will be dependent on availability of budget authority.

Service(s) Work to be completed by only Offeror / Provider (No third parties) allowable through the Service Level Agreement (SLA). Offeror / Provider required to submit

complete price proposals per each district’s school site location / facility that identifies proposed costs, as identified on the attached four Excel spreadsheets.

See Evaluation Section below.

The current WAN solution for the specific locations listed below provides fiber and microwave connections.

Location Name	Latitude	Longitude	Address
Abiquiu Elementary School	36.215495	-106.344106	State Rd 84/285 #191 Gte 21342, Abiquiu, NM 87510
Alcalde Elementary School	36.097379	-106.037973	Sr 68 Cr 138A, Alcalde, NM 87511
Carlos F Vigil Middle School	36.00763	-106.098929	1260 Industrial Park Rd, Espanola, NM 87532
Chimayo Elementary School	36.006548	-105.948923	State Rd 76 Cty Rd 93, Chimayo, NM 87522
Dixon Elementary School	36.1974	-105.885319	State Rd 75 Bldg 220, Dixon, NM 87527
Espanola Valley High School – Network Data Center	36.00892	-106.03827	1111 El Llano Rd, Espanola, NM 87532
Eutimio Salazar III Elem. School/Fairview Elementary – Tribal Land	36.001840	-106.034365	719 Calle Hacienda, Espanola, NM 87532
Hernandez Elementary School – Tribal Land	36.053603	-106.117339	State Rd 84/285 #1934B, Espanola, NM 87532
James H Rodriguez Elementary School – Tribal Land	35.995348	-106.087443	420 N Coronado Ave, Espanola, NM 87532
Los Nino Kindergarten- Tribal Land	35.995295	-106.089484	323 N Coronado Ave, Espanola, NM 87532
San Juan Elementary School – Tribal Land	36.055775	-106.072523	411 State Rd 74, San Juan Pueblo, NM 87566
Tony E Quintana Sombrillo Elementary School	35.976593	-106.040923	20 E. Sombrillo Hwy 106, Espanola, NM 87532
Velarde Elementary School	36.1484	-105.980486	174 Calle Don Diego, Espanola, NM 87532
Central Office – Tribal Checkerboard	35.592949	-106.043201	405 Hunter St., Espanola, NM 87532

Offeror / Provider must propose a solution and pricing to run infrastructure if necessary and / or service to an existing MDF network closet located at district school site / facility.

The new service is planned to begin as early as July 1, 2024.

A preferred solution would be internet service via an aggregation point where multiple vendors have a point of presence. It is EPS understanding that there are multiple aggregation points available, and it may be cost-effective for Internet access to be provided from one of these sites. This would allow EPS to have access to commodity-based Internet Access services from multiple different vendors, such as the Albuquerque GigaPop (ABQG), or similar carrier-neutral data center.

All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the bids and both a short term and long-term cost effectiveness analysis, EPS District will determine which, if any, of the services is the most cost effective, long term solution that meets the current and anticipated future needs of the District. Weighted consideration for integration into any current fiber optic WAN, and existing maintenance processes for that WAN, will be made during the evaluation process. The specifications related to each solution option are as follows.

- The Offeror /Provider will make all reasonable efforts to ensure no less than 99.99% network availability of each circuit.
- Lit and Operations proposals only: Frame/packet loss .25% commitment.
- Lit and Operations proposals only: 25 ms Network Latency Commitment.
- Lit and Operations proposals only: 10 ms Network Jitter Commitment.
- The Offeror /Provider is not allowed to limit and / or make changes the capacities to any of the circuits without first consulting with the EPS Technology Department.

Additional Description

Each response must also include description of proposal, Completion of cost worksheets as attached to the RFP. Service Level Agreement (SLA), timeline to include identification of phases within timeline, network diagram, demarcation, references, as-builts, in a .kmz file format.

1. Leased Lit Fiber (with internet access):

The District must have dedicated Lit Transport Bandwidth throughput (upload and download) of 100 Mbps, to 10 Gbps upgradable to 100 Gbps per district needs and districts budget availability, with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable from 10 Mbps to 100 Gbps. Cost increments should be: in 100 Mbps increments from 100 Mbps to 1 Gbps, and in 1 Gbps increments from 1 Gbps to 100 Gbps. **All Offerors / Providers must be capable of providing telecommunication services under the Universal Service Support Mechanism.**

Lit Service Price Proposal

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

2. Internet Access & Transport Bundled:

This is for non-fiber services provided over third party networks that include commercial Internet Access service.

3. Maintenance and Operations

The District requires on-going maintenance of the lit fiber and Internet service to all district facilities / locations. Offeror/ Provider needs to complete attached Maintenance Services Worksheet on provide as an excel spreadsheet.

Maintenance responses are required as follows:

- Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The offeror/provider is required to include only the portion of maintenance that is required to support the District's fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.

Offeror / Provider shall maintain the applicable fiber seven days per week, twenty-four hours per day. Offeror / Provider shall be responsible for notifying the District's Technology Department of a malfunction relating to a specific fiber. Offeror / Provider shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. If this requirement cannot be met, please submit a range or alternatives with explanation to include estimated cost.

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

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

The annual management cost should include provision of:

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

Special Considerations for Evaluation

As mentioned above in the beginning of this document, special conditions exist at certain District sites on Tribal land (5 sites + Central Office). Respondents with experience and successful projects on tribal land that demonstrates compliance with specific tribal requirements may be given additional scoring weight in the technical portion of the evaluation.

Service Level Agreement

Offeror / provider will provide a description of the proposed services and service levels provided with the lit fiber or Internet service and management responses. The offeror / provider will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal may include, but not be limited to, the following services.

- Lit Fiber Network Availability: the provider will make all reasonable efforts to ensure no less than **99.99%** network availability of the applicable fiber.
- Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a **24x7x365** basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
- Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the District.
- Measurement: Vendor stated commitment is to respond to any outage within four (4) hours and eight (8) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.

Timeline

For each response, Offeror / Provider, if needed, must include a construction roadmap timeline for all sites. Preference is given to responses with a service start for all sites on July 1, 2024. A secondary preference will be given to responses with a service start for all sites August 1, 2024. All timelines will be considered and evaluated based on these preferences. Include how the timeline changes per site given an earlier or later start date. Actual start date on a construction project is dependent on the timing of the E-rate funding commitment decision letter.

Demarcation

All solutions whether in regard to lit fiber, construction must terminate service or infrastructure to an existing network closet inside of the designated demarc address specified during the site walk-throughs provided in the timeline above. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

All solutions lit fiber, provisioned fiber construction if necessary must have a connection, or point of entry, into the existing District fiber optic WAN as indicated previously, alternatives are available through discussions with the District. Final decision's to be made by the district.

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

Network Diagram

For each response, Offeror / Provider must include a network diagram displaying the paths to be used to serve each endpoint. For self-provisioned fiber responses, offeror/ provider must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details.

References

Please submit a minimum of three (3) and a maximum of five (5) references relevant to the option(s) proposed.

Special Construction and Non-recurring Cost

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

Required Notice to Proceed and Funding Availability

District will follow the purchasing policies of the State of New Mexico and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.^[SEP] The implementation of any associated contracts resulting from this competitive bid process will be dependent on the District's' issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The District will have the right to allow the contract to expire based on appropriate budget authority and availability.

E-rate Modernization Order Note

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

Applicant: Espanola Public Schools

Listing of Schools, Addresses and approximate distar

As of: July 31, 2024

School

Abiquiu Elementary School

Alcalde Elementary School

Carlos F Vigil Middle School

Chimayo Elementary School

Dixon Elementary School

Espanola Valley High School – Network Data Center

**Eutimio Salazar III Elem. School/Fairview Elementary -
Tribal Land**

Hernandez Elementary School - Tribal Land

James H Rodriguez Elementary School - Tribal Land

Los Nino Kindergarten - Tribal Land

San Juan Elementary School - Tribal School

Tony E Quintana Sombrillo Elementary School

Velarde Elementary School

Central Office

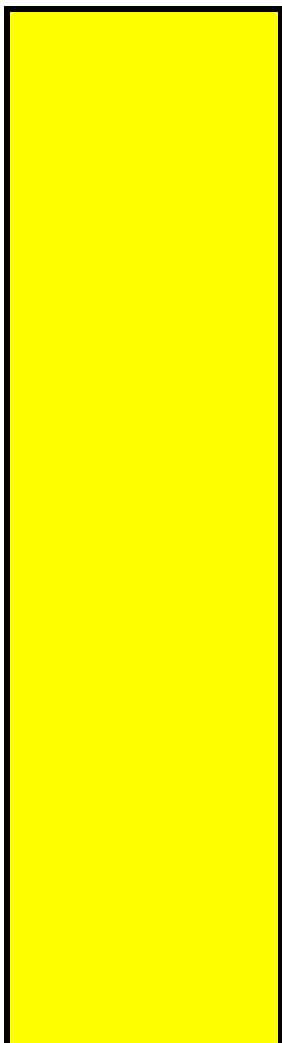
ice from district hub			
Address	Location on campus	City	State
State Rd 84/285 #191 Gte 21342		Abiquiu	NM
Sr 68 Cr 138A		Alcalde	NM
1260 Industrial Park Rd		Espanola	NM
State Rd 76 Cty Rd 93		Chimayo	NM
State Rd 75 Bldg 220		Dixon	NM
1111 El Llano Rd		Espanola	NM
		Espanola	NM
719 Calle Hacienda			
State Rd 84/285 #1934B		Espanola	NM
420 N Coronado Ave		Espanola	NM
323 N Coronado Ave		Espanola	NM
411 State Rd 74		San Juan	NM
20 E. Sombrillo Hwy 106		Espanola	NM
174 Calle Don Diego		Espanola	NM
405 Hunter St.		Espanola	NM

Zip	Lat/Long		Hub	Approximate Distance from Hub (miles) by most logical driving route
87510	36.215495	-106.3441		
87511	36.097379	-106.038		
87532	36.00763	-106.0989		
87522	36.006548	-105.9489		
87527	36.1974	-105.8853		
87532	36.00892	-106.0383	Hub	HUB Location
87532	36.00184	-106.0344		
87532	36.053603	-106.1173		
87532	35.995348	-106.0874		
87532	35.995295	-106.0895		
87566	36.055775	-106.0725		
87532	35.976593	-106.0409		
87532	36.1484	-105.9805		
87532	35.592949	-106.0432		

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Offeror / Provider									
Lit Service - Pricing Worksheet									
Service Commencement date 7/1/2024									
District Schools Site / Facilities	Address	City	State	Zip	100M NRC 36 month	100M Spec Const 36 month	100M MRC 36 month	500M NRC 36 month	
Abiquiu Elementary School	State Rd 84/285 #191 Gte 21342	Abiquiu	NM	87510					
Alcalde Elementary School	Sr 68 Cr 138A	Alcalde	NM	87511					
Carlos F Vigil Middle School	1260 Industrial Park Rd	Espanola	NM	87532					
Chimayo Elementary School	State Rd 76 Cty Rd 93	Chimayo	NM	87522					
Dixon Elementary School	State Rd 75 Bldg 220	Dixon	NM	87527					
Espanola Valley High School – Network Data Center	1111 El Llano Rd	Espanola	NM	87532					
Eutimio Salazar III Elem. School/Fairview Elementary - Tribal Land	719 Calle Hacienda	Espanola	NM	87532					
Hernandez Elementary School - Tribal Land	State Rd 84/285 #1934B	Espanola	NM	87532					
James H Rodriguez Elementary School - Tribal Land	420 N Coronado Ave	Espanola	NM	87532					
Los Nino Kindergarten - Tribal Land	323 N Coronado Ave	Espanola	NM	87532					
San Juan Elementary School - Tribal School	411 State Rd 74	San Juan	NM	87566					
Tony E Quintana Sombrillo Elementary School	20 E. Sombrillo Hwy 106	Espanola	NM	87532					
Velarde Elementary School	174 Calle Don Diego	Espanola	NM	87532					
Central Office - Tribal Land	405 Hunter St.	Espanola	NM	87532					
Total Amounts									

Note: Offeror/ Provider to provide specific cost



Offeror / Provider
Internet Pricing Worksheet- Service Only (No Transport)
Service Commencement date 7/1/2024
District Schools Site / Facilities
Abiquiu Elementary School
Alcalde Elementary School
Carlos F Vigil Middle School
Chimayo Elementary School
Dixon Elementary School
Espanola Valley High School – Network Data Center
Eutimio Salazar III Elem. School/Fairview Elementary - Tribal Land
Hernandez Elementary School - Tribal Land
James H Rodriguez Elementary School - Tribal Land
Los Nino Kindergarten - Tribal Land
San Juan Elementary School - Tribal School
Tony E Quintana Sombrillo Elementary School
Velarde Elementary School
Central Office - Tribal Land

Total Amounts

Notes:

				NRC
Address	City	State	Zip	
State Rd 84/285 #191 Gte 21342	Abiquiu	NM	87510	
Sr 68 Cr 138A	Alcalde	NM	87511	
1260 Industrial Park Rd	Espanola	NM	87532	
State Rd 76 Cty Rd 93	Chimayo	NM	87522	
State Rd 75 Bldg 220	Dixon	NM	87527	
1111 El Llano Rd	Espanola	NM	87532	
719 Calle Hacienda	Espanola	NM	87532	
State Rd 84/285 #1934B	Espanola	NM	87532	
420 N Coronado Ave	Espanola	NM	87532	
323 N Coronado Ave	Espanola	NM	87532	
411 State Rd 74	San Juan	NM	87566	
20 E. Sombrillo Hwy 106	Espanola	NM	87532	
174 Calle Don Diego	Espanola	NM	87532	
405 Hunter St.	Espanola	NM	87532	

Prices are point to point from between district hub and end point OR between district hub and

Non-recurring costs should reflect charges the offeror / provider identified to build the infras

Special Construction costs should reflect charges the offeror / provider proposes to be inclu

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Note: Offeror/ Provider to provide specific

12 Month		12 Month			12 Month	
Spec Const	MRC	NRC	Spec Const	MRC	NRC	Spec Const
100M		1G			5G	
					n/a	n/a
nd POP/ISP, to be explained in proposal narrative.						
structure to maintain service need by district.						
ided to build the infrastructure and maintain the service need by the district.						

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Offeror / Provider		
Maintenance Services Cost Worksheet (Hardware, Installation, and		
Service Commencement date 7/1/2024		
District Schools Site / Facilities	Address	City
Abiquiu Elementary School	State Rd 84/285 #191 Gte 21342	Abiquiu
Alcalde Elementary School	Sr 68 Cr 138A	Alcalde
Carlos F Vigil Middle School	1260 Industrial Park Rd	Espanola
Chimayo Elementary School	State Rd 76 Cty Rd 93	Chimayo
Dixon Elementary School	State Rd 75 Bldg 220	Dixon
Espanola Valley High School – Network Data Center	1111 El Llano Rd	Espanola
Eutimio Salazar III Elem. School/Fairview Elementary - Tribal Land	719 Calle Hacienda	Espanola
Hernandez Elementary School - Tribal Land	State Rd 84/285 #1934B	Espanola
James H Rodriguez Elementary School - Tribal Land	420 N Coronado Ave	Espanola
Los Nino Kindergarten - Tribal Land	323 N Coronado Ave	Espanola
San Juan Elementary School - Tribal School	411 State Rd 74	San Juan
Tony E Quintana Sombrillo Elementary School	20 E. Sombrillo Hwy 106	Espanola
Velarde Elementary School	174 Calle Don Diego	Espanola
Central Office	405 Hunter St.	Espanola
Total Amounts		

Notes:		
Include all electronics and equipment to light the fiber path(s), as well as installation & all configuration. Proposals are requested for 10 GB equipment options. Additional options for 40 GB and 100 GB are available. Management should cover all electronics and equipment that light the fiber path(s) and support the network. Annual Maintenance is for routine maintenance and inspection, as well as repair of fiber breaks.		
Note: Offeror / Provider to coordinate any changes to Services Level Agreement subject to new ir		

Offeror / Provider
Total Cost Breakdown
Service Commencement date 7/1/2024

Offeror / Provider - Service(s)	Total Cost	
1-Lit Pricing	\$	-
2-Internet Service	\$	-
3-Management	\$	-
Total	\$	-