



Ruidoso Municipal School District

REQUEST FOR PROPOSALS (RFP)

CATEGORY ONE E-RATE DIRECT INTERNET ACCESS AND LEASED LIT FIBER

RFP NO: RFP #11 – Category 1 E-Rate Services 2023

Contact Person: Veronica Prieto

Address: 200 Horton Circle

City/State/Zip: Ruidoso, NM 88345

Telephone: 575-630-7000

E-Mail: prietov@ruidososchools.org

Commodity Code Number (s): [83829, 96218, 91551, 91316, 83833, 92037]

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: January 18, 2023 TIME: 4:00 PM MST

DELIVER TO: Offerors are to submit their proposals to: Veronica Prieto

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

**NON-MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD
December 14, 2022 @ 2:00 PM**

<https://us02web.zoom.us/j/85112130039?pwd=THdpbnlONEJKa1gwdDBXeDRia21idz09>

STATE OF NEW MEXICO

Ruidoso Municipal School District

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Ruidoso Municipal School District is requesting proposals for Direct Internet Access (DIA) and leased lit fiber (WAN) services to perform the scopes of work described herein. All potential Offerors are encouraged to read this Request for Proposals carefully, especially mandatory requirements. This RFP references two scopes of work for two separate services. Bidders may submit proposals for one or both of the scopes of work.

The District has funds to administer the projects described in Section IV, Detailed Scope of Work.

The Ruidoso Municipal School District reserves the right to terminate any or all agreements prior to funding from E-rate.

(See Section IV for detailed Scopes of Work.)

B. PROJECT CONTACTS

Any questions concerning the selection process for this Request for Proposals should be submitted to the Procurement Officer listed below. Technical questions regarding the scope of work should be submitted to the IT contacts listed below. Questions should be submitted via e-mail.

For questions regarding the selection process:

Procurement Contact Name	Veronica Prieto / 575-630-7000
Address	200 Horton Circle
City/State/Zip	Ruidoso, NM 88345
Phone Number	575-630-7000
Email	prietov@ruidososchools.org

For technical questions regarding the scope of work:

District IT Contact Name	Mark Hamilton / 575-630-7896
	mark@ruidososchools.org
Or	Steven Van Duyn / 575-630-7994
	vanduyns@ruidososchools.org
Address	200 Horton Circle
City/State/Zip	Ruidoso, NM 88345

C. BACKGROUND SUMMARY

Ruidoso Municipal School is a school district consisting of four schools and an administration building. We are seeking –

1. Direct Internet Access service to our high school
2. Leased lit fiber to connect two campuses and the administration building to our high school.

D. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

“Close of Business” means 4:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

“Confidential” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, § 57-3-A-1 to § 57-3A-7. See NMAC § 1.4.1.25. As one example, no information that could be obtained from a source outside this solicitation can be considered confidential information.

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

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

“Cost Reimbursement” means a contract which provides for a fee other than a fee based on a percentage of cost and under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms.

“Design Professional” means the entity defined as an engineer, or the equipment Contractor, or both, which have undertaken to design the Project pursuant to a contract agreement with the Owner.

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

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

“District” means the School District.

“Electronic Version/Copy” means a digital form consisting of text, images, or both, readable on computers or other electronic devices that includes all content that the Original, Hard Copy proposals or bids contain. The digital form may be submitted using a USB flash drive.

“Engineer” means a New Mexico licensed engineer and is responsible for the engineering services.

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

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

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

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

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

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

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

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property, or construction to more than one Offeror.

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

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

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

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

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

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer which confirms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed, and clearly labeled on the outermost package as directed in the RFP instructions. Open packages submitted will not be accepted except for packages that may

have been damaged by the delivery service itself. NMPSFA reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

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

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

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

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

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential; such copy for use only for the purpose of evaluation.

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

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	District	12/09/2022
2.	Pre-Proposal Conference RSVP	Vendor	12/12/2022
3.	Pre-Proposal Conference (Non-Mandatory)	Vendor	12/14/2022 2:00 PM MST
4.	Intent to Respond to RFP	Vendor	12/30/2022
5.	Deadline to Submit Written Questions	Vendor	01/03/2023 4:00 PM MST
6.	Response to Written Questions/RFP Amendments	District	01/09/2023
7.	Submission of Proposal	Vendor	01/18/2023 4:00 PM MST
8.	Proposals Screened & Distribution to Committee	District	01/19/2023 9:00 AM MST
9.	Selection of Finalists	District	01/19/2023
10.	Interviews with Finalists, if held	District	TBD
11.	Final Evaluation Review/Recommendation of Award	District	02/14/2023
12.	Contract Negotiations	District	02/15/2023
13.	Protest of Award Deadline	Vendor	15 days after award

B. EXPLANATION OF EVENTS

1. Issue RFP

This RFP is being issued on behalf of the Ruidoso Municipal School District on December 9, 2022.

2. Pre-Proposal Conference RSVP

Potential Offerors are requested to confirm via email to the Proposal Manager their intent to attend the pre-proposal conference no later than close of business, Monday, December 12th, 2022. To the extent possible, questions arising during the conference will be recorded along with responses given at the conference. If the questions cannot be immediately answered, the questions and subsequent answers will be published as documents on the district procurement library. It is strongly recommended that interested vendors attend the conference.

3. Pre-Proposal Conference

This meeting will occur virtually at the following ZOOM meeting link (see Page 1):
[ZOOM Link](#)

<https://us02web.zoom.us/j/85112130039?pwd=THdpbnlONEJKa1gwdDBXeDRia21idz09>

4. Intent to Respond to RFP

Potential Offerors must provide written notice via email to Procurement Manager using 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 of your organization’s “Intent to Respond to RFP” shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the Distribution List.

5. Deadline to Submit Written Questions

This is the date and time set for submitting written questions regarding the RFP document and procurement process to the Procurement Manager. Questions shall be submitted via email to bid@ruidososchools.org with subject “RFP #11 Written Questions”.

6. Response to Written Questions

This is the date and time set for response of the written questions submitted regarding the RFP document and procurement process from the Procurement Manager.

7. Submission of Proposal

Offerors are to send their proposals to the Procurement Officer listed below by 4:00 PM MST on January 18, 2023.

Mark the outside of the envelope or box as follows:

“RFP #11 Category 1- E-Rate Services”

Deliver Proposal to:

Procurement Contact Name
Address
City/State/Zip
Phone Number

**Veronica Prieto
200 Horton Circle
Ruidoso, NM 88345
575-630-7000**

Email

prietov@ruidososchools.org

All proposals are to be submitted by hard copy along with 2 digital copies that are an exact duplicate of the original. The digital copies are to be submitted only on a USB jump drive. If there are minor discrepancies between the hard copy and the electronic copy the hard copy will be the prevailing copy. Major discrepancies between the proposals will result in rejection of the proposal. See Section III for additional submittal requirements. Offerors will submit their proposal prior to the deadline of 4:00 pm on January 18, 2023.

See Section II.A. for submittal time and date deadline.

PROPOSALS RECEIVED AFTER THE DEADLINE ARE NON-RESPONSIVE. District staff will time-stamp proposals at the district offices receptionist desk. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.

Proposals will be reviewed, for completeness and compliance with requirements, by the Selection Committee, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that determination.

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, initiate discussions with Offeror(s) who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

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

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

9. Selection of Finalists

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

10. Interviews with Finalists, If Applicable/Held

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

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

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

11. Final Evaluation Review/Recommendation for Award

The recommendation for award(s) will be finalized with the most advantageous Offeror(s) by the close of business on the date 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 without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points.

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

12. Contract Negotiations

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

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 4:00 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 NMSA 1978, Chapter 13, and purchasing regulations.

1. Acceptance of Conditions Governing the Procurement: Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. of this RFP.
2. Incurring Cost: Any cost incurred by the potential Offeror in preparation, transmittal and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for setup and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
3. Prime Contractor Responsibility: Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive

from this RFP. The District entering into a contractual agreement with a Contractor will make payments to only the prime contractor.

4. Subcontractors/Consent: The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive written approval from District awarding any resultant contract before any subcontractor is used during the term of this agreement.
5. Certifications and Licenses: Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:
 1. Corporations:
 - a. File Articles of Incorporation with the Secretary of State's Office and record with the County pursuant to NMSA 1978, § 53-4-6.
 - b. Name of registered agent pursuant to NMSA 1978, § 53-5-2.
 - c. Certificate of Authority from the Secretary of State's Office indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, § 53-17-6 and § 53-17-8.
 - d. Obtain a Federal Employer Identification Number.
 - e. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
 2. Limited Liability Companies:
 - a. Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.
 - b. File and Application for Registration with the Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office to conduct business in New Mexico.
 - c. Obtain a Federal Employer Identification Number.
 - d. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
 3. Limited Partnerships:
 - a. Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-2-1 through § 54-2-48.
 - b. File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.
 - c. Obtain a Federal Employer Identification Number.
 - d. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
 4. General Partnerships:
 - a. File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, § 54-1A-101 through § 54-1A-1206.
 - b. Obtain a Federal Employer Tax Identification Number.
 - c. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

5. Sole Proprietorships and Joint Ventures:
 - a. Obtain a Federal Employer Identification Number.
 - b. Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
6. Amended Proposals: An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal. District personnel will not merge, collate, or assemble proposal materials.
7. Offeror's Rights to Withdraw Proposal: Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
8. Proposal Offer Firm: Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals, or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.
9. Disclosure of Proposal Contents:
 - a. Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements: Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
 - b. Confidential data is restricted to confidential financial information concerning the Offeror's organization; and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, § 57-3A-1 to § 57-3A-7.
 - c. PLEASE NOTE: The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.
 - d. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the District shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation: This RFP in no manner obligates the District to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.
11. Termination: This RFP may be cancelled at any time. Any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the District.
12. Sufficient Appropriation: Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Contractor. District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.
13. Legal Review: The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.
14. Governing Law: This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
15. Prohibited Bidding: Pursuant to NMSA 1978, § 10-16-13, no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications, or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a State agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.
16. Consent to Jurisdiction and Venue: If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the District, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Twelfth Judicial District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.
17. Basis for Proposal: Only information supplied, in writing, by the District through the Procurement Manager or in this RFP should be used as the basis for the preparation of the Offeror's proposal.
18. Contract Terms and Conditions:

RFP # 11 – Category 1 E-Rate Services 2023 and the contractor’s proposal including the Best and Final Offer, if one was submitted, are incorporated by reference and are made a part of this Agreement. In the event of any conflict among these documents, the following order of preference shall apply:

1. The terms and conditions of this document including amendments in reverse order thereto.
 2. The request for proposals including documents contained in the procuring agency procurement file or procurement library.
 3. The Contractor’s Best and Final Offer.
 4. The Contractor’s proposal.
19. Offeror’s Terms and Conditions: Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the District.
 20. Contract Deviations: Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the District and the selected Offeror and shall not be deemed an opportunity to amend the Offeror’s proposal.
 21. Contract Negotiations: Contract negotiations may be held in accordance with applicable procurement laws, NMSA 1978, § 13-1-28 through § 13-1-199 and the District Procurement Regulations.
 22. Offeror Qualifications: The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and § 13-1-85.
 23. Right to Waive Minor Irregularities: The Evaluations Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
 24. Change in Contractor Representatives: The District reserves the right to require a change in contractor representatives if the assigned representative(s) is not, in the opinion of the District, adequately meeting the needs of the District.
 25. 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.

26. District Rights: The District, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.
27. Right to Publish: Throughout the duration of this procurement process and contract term, Offerors and Contractors must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.
28. Ownership of Proposals: All documents submitted in response to this Request for Proposal shall become the property of the District.
29. Confidentiality:
 1. Any confidential information provided to or developed by the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the District.
 2. The contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the District's written permission.
30. Electronic Mail Address Required: A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.
31. Use of Electronic Versions of this RFP: This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the version maintained by the District shall govern.
32. Disclosure of Campaign Contributions, Attachment B: Offeror must complete, sign, date 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. Failure to complete and return the signed and dated, unaltered form will result in disqualification.
33. Disclosure Regarding Responsibility:
 - a. Any prospective contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services, or construction, agrees to disclose whether the contractor or any principal of the contractor's company:

- i. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, state agency, or local public body.
- ii. Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgement rendered against them for:
 - 1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract.
 - 2. Violation of Federal or state anti-trust statutes related to the submission of offers; or
 - 3. The commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation, or Federal criminal tax law, or receiving stolen property.
- iii. Is presently indicted for, or otherwise criminally or civilly charged by any (Federal, state, or local) government entity with the commission of any of the offenses enumerated in NMSA 1978, 13-1-178: Causes for Debarment and Suspension.
- iv. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - 1. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - 2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- v. Have within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal or state agency or local public body.
- b. Principal, for purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor shall provide immediate written notice to the District or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist, will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- e. Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If, during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (Federal, state or local) with commission of any offenses named in this document, the Contractor must provide immediate written notice to the District or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the District or Central Purchasing Officer may terminate the involved contract for cause. Still further, the District or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the District or Central Purchasing Officer.

34. Conflict of Interest: Government Conduct Act:

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

35. Equal Employment Opportunity:

- 1. In connection with this RFP and the Contract, Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.
- 2. Offeror shall take affirmative action to ensure that all applicants are treated fairly during employment, without regard to race, color, religion sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.
- 3. Such action shall include but not be limited to the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit multiple proposals. Offerors may submit proposals for Direct Internet Access, Leased Lit Fiber (WAN) services or both. If submitting proposals for both projects, offerors shall submit two separate proposals. Proposals are to be submitted by hard copy along with 2 digital copies that are an exact duplicate of the original. Each proposal submitted must clearly identify which Statement of Work the proposal is responding to. Please submit to the Procurement Officer listed herein.

B. NUMBER OF COPIES

1. There must be one (1) original hard copy of the complete proposal with original signatures, clearly labeled **ORIGINAL**, along with the RFP number, RFP Title and Offeror's business name. The hard copy of the **Cost Proposal** must also be submitted with the Original proposal in a separate, sealed envelope, also clearly labeled as noted above.
2. There must be two (2) electronic copies of the Original submitted proposal on a total of 4 USB flash drives, clearly labeled with the RFP number and the Offeror's business name. Two drives will contain identical copies of the technical proposal, the other two drives will contain copies of the cost proposal. The USB drives must be enclosed in clearly marked envelopes as technical or cost proposal.
3. Emailed submissions will not be accepted.
4. Offeror must deliver their sealed proposal submission per the instructions on the RFP Cover Sheet and in Section II., on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT (Hard Copy and Electronic Copy)

Proposals must be submitted in two formats: one (1) hard copy in a three-ring binder, clearly labeled **ORIGINAL**, and two (2) electronic copies of the Hard Copy on USB thumb drives, clearly labeled as defined in paragraph III.B. See paragraphs III.B.1. and III.B.2 regarding the handling of the Cost Proposal.

The hard copy proposal must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.), with tabs delineating each section, and placed in as small a three-ring binder as needed to contain the proposal. Spiral or comb binding is not acceptable. Length of the proposal shall be limited to a maximum of forty-five (45) pages/slides of text and/or graphic material for project proposals. **If there is any question as to format requirements, they shall be directed to the Procurement Officer for clarification prior to submittal of documents.**

Material excluded from the 45-pages/slides maximum count shall include and **shall be limited to:**

- ☐ Front cover (blank on back side)
- ☐ Letter of Transmittal – this letter should contain the address and instructions to obtain the digital proposal (one page maximum)
- ☐ Tables of Contents page (one page maximum)
- ☐ **Divider pages (See Sections below)**
- ☐ Campaign Contribution Disclosure
- ☐ Certificate(s) of Insurance
- ☐ W-9 Form
- ☐ Back cover (blank on one side)
- ☐ Cost Proposal

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

Divider Pages are noted herein. The Selection Committee will evaluate proposals based on the factors identified in Section V. A more detailed description and points assigned to each Section is provided under Section V. EVALUATION.

Section 1 Business/Company Profile -

Offerors must identify the principal member or officer of the firm who will be responsible for the administration of the contract. Include a current, signed W-9 Form.

Offerors are to provide information about the firm's characteristics, including but not limited to, size, geographical area of operations, organizational and ownership structure, scope of services offered, longevity, and any other details and metrics that address the organization's survivability and success.

Section 2 Local Physical Plant Status and History-

Offeror's must provide information about the firm's physical plant status, with emphasis on local and regional details that explain the current age, technological maturity, robustness, and capacity in relation to current operations and to projected growth. Details should be included regarding measures taken and systems used to mitigate outages, especially outages resulting from adverse environmental impacts of weather, wildfires, and electrical grid issues.

Section 3 Public Utility Franchise Agreement Status-

Offeror's classified as public utilities must provide evidence of the organization's franchise agreement history with the Village of Ruidoso, including the renewal date of the current agreement.

Section 4 Local/Regional Repair and Maintenance Resources-

Offeror must describe the personnel, facilities, and other resources available to enterprise customers for responding to system failures, line damages, malicious actions, environmental events and other potential causes of service disruptions.

Hours of operations of Network Operations Centers (NOCs), methods of customer contact and communication, and trouble reporting processes shall be clearly explained.

Section 5 References-

Offerors shall provide at least two references located in New Mexico that are similar in scope and scale to the services being sought in this procurement. Neighboring state references will also be considered. Offeror's must provide organization name, point of contact information, and details of the reference's historical relationship with the firm.

Section 6 Technical Proposal Details-

Offerors must provide a detailed description of the proposed service(s). Specific points that must be addressed include:

- Brand and model of provider equipment that is to be located on customer premises. Include rack-mount space requirements at each site.
- A/C power budget required for provider equipment.
- Details of provider owned battery backup-UPS equipment, if included
- Fiber-optic interface specifications and connector types

Any proposal deemed non-conforming by the Selection Committee *Chairman* in regard to format will be considered non-responsive. Offerors shall contact the District Representative to clarify any questions concerning format prior to submission.

1. Proposal Organization: All pages *should* be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and *should* be numbered as such. Proposals *should* be organized into sections, including the seven (7) areas of the evaluation criteria. Tabs delineating each section are to be included in the ORIGINAL hard copy of the proposal. For the Electronic copies, there should be a cover page delineating each of the sections.
2. Letter of Transmittal: Each proposal must be accompanied by a Letter of Transmittal containing the following:
 - a. identify the submitting business;
 - b. identify name and title of the person(s) authorized by the company to contractually obligate the business for the purposed of this RFP;
 - c. identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
 - d. be signed by a person authorized to contractually obligate the Offeror;

- e. acknowledge receipt of any and all amendments to this RFP;
 - f. contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
3. Cost Proposal Form – Attachments E & F: See paragraphs III B.1. and III B.2. for instructions for submitting the completed Cost Proposal Form by hard copy. The Cost Proposal Form are Excel Spreadsheets included as Attachments E & F to this RFP. Please add the appropriate attachment to your proposal (Attachment E- Direct Internet Access, Attachment F – Leased Lit Fiber WAN).

IV. SPECIFICATIONS AND EXHIBIT A – SCOPES OF WORK

This section contains scopes of work for two projects, Direct Internet Access and Leased Lit Fiber (WAN). Offerors may submit proposals for one or both Scopes of Work.

SCOPE OF WORK #1 – DIRECT INTERNET ACCESS

Ruidoso Municipal School District (RMSD) is soliciting proposals for fiber optic Direct Internet Access terminating at the site listed below. The current internet access for the specific locations listed provides 2 GB bandwidth.

Location Name	Latitude	Longitude	Address
Ruidoso High School	33.34806	-105.64740	125 Warrior Drive

Offeror must propose a solution and pricing to run infrastructure or service to an existing MDF network closet.

The new service is planned to begin as early as July 1, 2023.

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, District will determine which, if any, of the proposals is the most cost effective, long term solution that meets the current and expected 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 provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.

Frame/packet loss less than or equal to 0.25% commitment
 Network Latency Commitment less than or equal to 25 ms
 Network Jitter Commitment less than or equal to 10 ms

Direct Internet Access Lit Fiber:

The District must have dedicated Lit Transport Bandwidth duplex throughput (upload and download) of 2 Gbps upgradable to 10 Gbps, with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable from 2 Gbps to 10 Gbps. Cost increments should be for 2gb, 4gb and 10gb service. **All offerors must be capable of providing telecommunication services under the Universal Service Support Mechanism.**

Service Price Proposal

The “Direct Internet Access Pricing Sheet” (Attachment E) includes columns for offerors to provide 2 Gbps to 10 Gbps pricing between the hub and the various endpoints. Price quotes are requested for 12 month, 36 month, and 60 month, terms of service. Prices should be all inclusive. All-inclusive in this case means, including all special construction or non-recurring costs (NRC) (see description in later section) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

Description of Proposal

Offeror will provide a description of their proposal for all proposed services. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail District may find useful or necessary (or could differentiate the solution from a competing proposal).

Service Level Agreement

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

- Lit Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.99% 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, offerors must include a construction roadmap timeline. Actual start date on a construction project is dependent on the timing of the E-rate funding commitment decision letter.

Demarcation

All solutions 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 must have a connection, or point of entry, into the existing fiber optic WAN as indicated previously, alternatives are available through discussions with the district.

SCOPE OF WORK #2– LEASED LIT FIBER (WAN)

Ruidoso Municipal School District (RMSD) is soliciting proposals for Fiber Optic Wan solutions for the locations identified in the Scope of Services below.

RMSD wishes to obtain bids for Leased Lit Services. The current WAN for the specific locations listed provides 2 GB Leased Lit Fiber.

Offerors **must** bid on service to all locations. The district will not accept bids for service for only one location.

Location Name	Latitude	Longitude	Address
White Mountain Campus	33.35843	-105.65877	199 White Mtn Drive
Ruidoso Middle School	33.35386	-105.64709	124 Warrior Drive
Ruidoso High School (HUB)	34.34806	-105.64740	125 Warrior Drive
RMSD Administration Office	33.32397	-105.63310	200 Horton Circle

In each building, offeror must propose a solution and pricing to run infrastructure or service to an existing MDF network closet.

The new service is planned to begin as early as July 1, 2023.

RMSD is seeking lit fiber service WAN to these locations. Connections from each location must terminate at Ruidoso High school. There will be a total of three (3) circuits for this project. Offerors will submit one price for all 3 circuits.

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, District will determine which, if any, of the proposals is the most cost-effective, long-term solution that meets the current and expected 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 provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.

Frame/packet loss less than or equal to 0.25% commitment
 Network Latency Commitment less than or equal to 25 ms
 Network Jitter Commitment less than or equal to 10 ms

Leased Lit Fiber:

The District must have dedicated Lit Transport Bandwidth duplex throughput (upload and download) of 2 Gbps upgradable to 10 Gbps, with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable from 2 Gbps to 10 Gbps. Cost increments should be for 2gb, 4g and 10gb service. **All offerors must be capable of providing telecommunication services under the Universal Service Support Mechanism.**

Lit Service Price Proposal

The “Leased Lit Fiber (WAN) Pricing Sheet” (Attachment F) includes columns for offerors to provide 2 Gbps to 10 Gbps pricing between the hub and the various endpoints. Price quotes are requested for 12-month, 36 month, and 60 month, terms of service. Prices should be all inclusive. All-inclusive in this case means, including all special construction or non-recurring costs (NRC) (see description in later section) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

Description of Proposal

Offeror will provide a description of their proposal for all proposed services. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail District may find useful or necessary (or could differentiate the solution from a competing proposal).

Service Level Agreement

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

- Lit Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.99% 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, offerors must include a construction roadmap timeline for all sites. Actual start date on a construction project is dependent on the timing of the E-rate funding commitment decision letter.

Demarcation

All solutions 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 must have a connection, or point of entry, into the existing fiber optic WAN as indicated previously, alternatives are available through discussions with the district.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

EVALUATION FACTORS	POINTS POSSIBLE
1. Statement of Work & Technical Specifications: Meets or exceeds the specifications identified in Section IV of this document.	40
2. Organizational Factors: a. Business/Company Profile, Plant Status, Franchise status. b. Local/Regional Repair /Maintenance Resources c. Organizational Performance References d. District prior experience, proximity and familiarity with the district	10 5 5 10
3. Mandatory Proposal Requirements: a. Performance/Payment Surety Bond b. 5% Proposal/Bid Bond c. Letter Of Transmittal d. Signed Campaign Contribution Disclosure Form e. Applicable Insurance Certificates f. Certificate or Proof of Public Works Registration	Pass/Fail Pass/Fail Pass/Fail Pass/Fail Pass/Fail Pass/Fail
4. Cost: - E-rate eligible items - E-rate ineligible items (Point calculations for cost are derived from calculations specified in section B.4. below)	45 5
TOTAL	120 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. Technical Specifications (40 Points)

Points will be awarded based on the adherence of proposals to the exact specifications identified in the Statement of Work, Section IV of this document. Exact matches will receive the maximum points available. Any deviations from the specifications may result in points being deducted from the total possible in the category. Any such deductions of points will be made by the proposal reviewers based on their perception and judgement of the effect the deviations might have on the overall design, function, and resulting performance of the requested services.

2. Organizational Factors

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited, evaluation of the references provided, the similarity and correlation of the referenced projects, and the perceived validity of the response. Consideration will be given to the District's prior direct and indirect experience with the Offeror's organization.

a. Business/Company Profile, Plant Status, Franchise status. (10 Points)

The Evaluation Committee will evaluate the information provided by each Offeror that documents the organization's size, geographical area of operations, organizational and ownership structure, scope of services offered, longevity, and any other details and metrics that address the organization's survivability and success. This evaluation will also consider the organization's physical plant details and history in the local area, emergency preparedness and perceived ability to provide services in adverse conditions.

b. Local/Regional Repair /Maintenance Resources (5 Points)

The Evaluation Committee will review details submitted by each Offeror on the personnel, facilities, and other resources available to enterprise customers for responding to system failures, line damages, malicious actions, environmental events, and other potential causes of service disruptions. Consideration will also be given to hours of operations of Network Operations Centers (NOCs), methods of customer contact and communication, and trouble reporting processes.

c. Organizational Performance References (5 Points)

The Evaluation Committee will review and evaluate the provided references that are similar in scope and scale to the services being sought in this procurement.

d. District Prior Experience (10 Points)

Consideration will be given to the district's prior direct and indirect experience with the offeror's organization, if any.

3. Mandatory Proposal Requirements

Required documents to be included with Proposals. Pass/Fail only- no points assigned. Questions regarding suitability of documents provided in meeting the requirement must be resolved by communication with the Procurement Officer prior to submitting responses to this RFP. See Evaluation Factors table above.

4. Cost, E-rate Eligible (45 Points)

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

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

5. Cost, E-rate Ineligible (5 Points)

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

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other verifiable sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section V will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. All final calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
6. A maximum total of 120 points are possible in scoring each proposal for determining the shortlist of firms for further evaluation. The Evaluation Committee will evaluate the proposals and if it is determined that Offerors will be interviewed, the Procurement Manager will notify the Shortlist Finalists. Offerors that do not make the Shortlist will also be notified.

7. All committee rankings are public record and will be available for public inspection at the District offices after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

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

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

ATTACHMENTS

ATTACHMENT A INTENT TO RESPOND TO RFP

REQUEST FOR PROPOSALS

TITLE: RFP #11 Category 1 E-Rate Services 2023

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 C.

This acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than close of business on 12/30/2022, the close of business is 4:00 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: Veronica Prieto

Title: Procurement Officer

District Name: Ruidoso Municipal Schools

Address: 200 Horton Circle

Ruidoso, NM 88345 _____

TELEPHONE: 575-630-7000

Fax Number: 575-257-4150

E-mail: prietov@ruidososchools.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

Date _____

Title (Position)

ATTACHMENT C
ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS
TO RFP #11 Category 1 E-Rate Services 2023

I hereby attest that I have received the following amendment(s) to the #9 E-Rate Wireless Network Infrastructure as follows:

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

Print Name: _____

Signature: _____ TITLE: _____

Ruidoso Municipal School District
Updated WAN
As of 12/05/2022

