

OFFICE OF BROADBAND ACCESS AND EXPANSION

REQUEST FOR PROPOSALS (RFP)

Professional E-Rate/Rural Health Programs Services



RFP# OBAE-23-PROF-001

RFP Release Date: 06/26/2023

Proposal Due Date: 07/25/2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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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 negotiations for the procurement of E-Rate support and consultation services, under the direction of OBAE and in collaboration with the State E-rate Coordinator, to New Mexico Public Schools and Libraries; provide support assistance, guidance, training and direct filing for E-rate Category 1 and/or Category 2 services for up to 200 small schools – charters and/or small districts (individually or as groups/consortia) as directed by OBAE and in collaboration with the State E-rate Coordinator; provide support assistance, guidance, training and direct filing for the Rural Health Care Program services (Telecommunications Program and/or Healthcare Connect Fund Program) for up to 200 eligible health clinics (individually or as groups/consortia) as directed by OBAE.

B. BACKGROUND INFORMATION

OBAE needs the services of Subject Matter Experts for E-Rate and Rural Health support.

C. SCOPE OF PROCUREMENT

The proposed work consists of the selected contractor(s) providing all required work, furnishing all labor, materials, supplies, appropriate equipment, transportation, fees, permits, taxes, supervision, and administration necessary to perform and complete any and all work/services, awarded to contractor, in accordance with the specification and requirements contained in this RFP and the resultant Agreement. Within this scope of work (SOW), there are two independent options of which vendors can choose to submit proposals.

This RFP may result in multiple awards.

This procurement will result in a contractual agreement between two parties; the procurement may **ONLY** be used by those two parties exclusively.

D. PROCUREMENT MANAGER

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

Name: Richard Govea, Procurement Manager
Telephone: (505) 629-7667
Email: richard.govea@connect.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members

do not have the authority to respond on behalf of the Office of Broadband Access and Expansion.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **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.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations: “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

1. “**Award**” means the final execution of the contract document.
2. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
3. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**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 §§57-3-A-1 through 57-3A-7 NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
5. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
6. “**Contractor**” means any business having a contract with a state agency or local public body.

7. “**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.
8. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
9. “**Electronic Submission**” means a successful submittal of Offeror’s proposal via email.
10. “**Electronic Version/Copy**” means a digital format consisting of text, images, or both, readable on computers or other electronic devices, which includes all content that the Original document contains.
11. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
12. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
13. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
14. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
15. “**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.
16. “**IT**” means Information Technology.
17. “**Mandatory**” – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
18. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
19. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

20. “**OBAE**” means Office of Broadband Access and Expansion
21. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
22. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
23. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
24. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
25. “**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.
26. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
27. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. “**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.
29. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
30. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into

OBAE's SharePoint system via provided email prior to the submission deadline stated in the RFP.

31. **“Single Source Award”** means an award of contract for items of tangible personal property, services, or construction to only one Offeror.
32. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
33. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
34. **“State (the State)”** means the State of New Mexico.
35. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
36. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
37. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
39. **“Written”** means typed in standard 8 ½ x 11-inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established at <https://connect.nm.gov/e-rate-rfp>. Offerors are encouraged to review the material contained in the Procurement Library through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc. NM SPD may also provide a courtesy posting on their website in support of the OBAE procurement at:

<https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Legal Notice of RFP publication	OBAE	6/25/2023
2. Issue RFP	OBAE	6/26/2023
3. Acknowledgement of Receipt Form	N/A	
4. Pre-Proposal Conference	Agency	7/6/2023
5. Deadline to submit Written Questions	Potential Offerors	7/10/2023
5. Response to Written Questions	Procurement Manager	7/12/2023
7. Submission of Proposal	Potential Offerors	7/25/2023
8.* Begin Proposal Evaluation	Evaluation Committee	Begins 7/26/2023
		Ends 8/8/2023
9.* Selection of Finalists	Evaluation Committee	8/8/2023
10 * Oral Presentation(s) (If held)	Finalist Offerors	8/9/2023
11.* Best and Final Offers	Finalist Offerors	8/14/2023
12.* Finalize Contractual Agreements	Agency/Finalist Offerors	Begins 8/9/2023
		Ends 8/18/2023
13.* Contract Awards	Agency/ Finalist Offerors	8/23/2023
14.* Protest Deadline	OBAE	9/07/2023

* Dates indicated in Events 8 through 14 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Legal notice of RFP publishing

Ads on at least one high circulation newspaper on the State of NM.

2. Issue RFP

This RFP is being issued on behalf of the State of New Mexico's Office of Broadband Access and Expansion on the date indicated in Section II.A, Sequence of Events.

3. Acknowledgement of Receipt Form

Not applicable.

4. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1:00pm MDT via [Teams Meeting](#)

If you are not able to connect through the link above, copy the following and paste it to your browser:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2JhOGRiNDQtZDgzMC00ZGZjLTI1NzAtMmE4ZW E2NTE5NmIy%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%224b101693-4fd3-405e-854c-07e8574163ba%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

5. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

6. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: <https://connect.nm.gov/e-rate-rfp>

7. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE SUBMITTED VIA EMAIL TO richard.govea@connect.nm.gov AND MUST BE SENT NO LATER THAN 3:00 PM MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. The subject of the email MUST be “**E-Rate RFP**” (Use the exact subject in order to be properly redirected). **NO LATE PROPOSAL WILL BE ACCEPTED.** (Please consider internet failures and “slowdowns” and do not leave for the last minute to submit the proposal). ALL ATTACHMENTS MUST BE IN PDF FORMAT. Proposals sent after the closing time will not be considered.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via email by the deadline set forth in this RFP. A submission that is not both: (1) fully complete; and (2) sent via email by the deadline, will be deemed late. Further, a submission that is not fully complete and sent via email by the deadline because the response was blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be reviewed for responsiveness. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through email. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the electronic mean (email), will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

8. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

9. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for the Oral Presentation, if any, will be determined at this time. Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, and Section IV.B.3 Mandatory Specifications.

10. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details, including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

11. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation. If BAFOs are being held, scoring must be completed and documented prior to requesting a BAFO. Upon BAFO submission by the Offeror(s), the Evaluation Committee must re-score the appropriate sections, and document the results for the Evaluation Committee Report. BOTH scores (pre-BAFO and post-BAFO) must be documented in the Evaluation Committee Report

12. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

13. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

14. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has

been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, 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 notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Name: Drew Lovelace, Protest Manager
Telephone: (505) 795-1672
Email: drew.lovelace@connect.nm.gov

PROTESTS SUBMITTED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

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 set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor 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 approval, in writing, from

the agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

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 Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

The Agency 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.

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation

Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. 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.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or OBAE.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required.

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). The offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. 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 agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

<https://connect.nm.gov/e-rate-rfp>

28. New Mexico Employees Health Coverage

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

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX 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 Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

31. 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:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government,

the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit one proposal in response to each option in this RFP. Offerors may submit responses to one, two, or all three options.

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA E-MAIL IS PERMITTED

Any proposal that does not adhere to the requirements of this **Section II.B** and **Section III.C Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

1. Electronic Submission Requirements

- a. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3 and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal must be submitted as **separate files**, and must be prominently identified as “Technical Proposal,” or Cost Proposal,” on the front page of each file.
- b. **Complete proposal submission prior to deadline** - ***It is the Offeror’s responsibility to ensure all documents are completely emailed by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large attachments to fully complete your submittal email sending by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the email by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the email by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, NO LATE OFFER CAN BE ACCEPTED.***
- c. **Submit a single technical file and a single Cost file** - The Offeror need only submit via email one single electronic copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3.
- d. **DO NOT upload .zip files** - In accordance with the State of New Mexico’s Information Technology (IT) policies and procedures, we are unable to accept .zip files. See Section II.B.1.d, above, requirements for uploading large files.
- e. **DO NOT password-protect proposal documents** – OBAE’s SharePoint system is secure, and accessible only to designated personnel, through a password-protected login. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.

2. **Technical Proposal** – One (1) ELECTRONIC submission via email must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for attachment. ***The Technical Proposal SHALL NOT contain any Cost information.***
 - a. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.37) version for evaluation purposes; **and**
 - ii. One (1) **redacted** (def. Section I.F.25) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
3. **Cost Proposal** – One (1) ELECTRONIC attachment for the email of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for attachment.

C. PROPOSAL CONTENT AND ORGANIZATION

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror’s Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Organizational References

- c. Oral Presentation (if applicable)
 - d. Mandatory Specification
 - e. Desirable Specification
 - f. Financial Stability – (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)
 - g. Performance Surety Bond (if applicable)
 - h. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

Cost Proposal:

- 1. Completed Cost Response Form (APPENDIX D)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The proposed work consists of the selected contractor(s) providing all required work, furnishing all labor, materials, supplies, appropriate equipment, transportation, fees, permits, taxes, supervision, and administration necessary to perform and complete any and all work/services, awarded to contractor, in accordance with the specification and requirements contained in this RFP and the resultant Agreement. Within this scope of work (SOW), there are two independent options of which vendors can choose to submit proposals. Respondents have the option of submitting proposals for Option 1 only, Option 2 only, or both Option 1 and Option 2.

Option 1: The selected Contractor is to provide E-Rate support and consultation services, under the direction of OBAE and in collaboration with the State E-rate Coordinator, to New Mexico Public Schools and Libraries.

OPTION 1 TERM OF SERVICES

This RFP is intended to result in a contractual agreement between OBAE and the Consultant for one year, two-year, three-year, or four-year terms, with optional one-year renewals, not to exceed two renewal terms. Terms of the agreement will coincide with E-rate fiscal year and could be in September 2023. The resulting Agreement takes into account that E-rate funding years may take two or more state fiscal years to complete, and that follow-up audits by Federal agencies may occur up to five years after last date of service. Continuity for the E-rate funding process is considered of high importance while building sustainable regional or state-wide consortia.

- 1.1 The Consultant's services will include providing support assistance and guidance to schools and libraries from early project planning through final E-rate reimbursement to the school district or library. Support assistance and guidance includes, but will not be limited to:
 - a) Assist applicants with updating information in their E-Rate Productivity Center (EPC).
 - b) Assist applicants with development, review, and guidance of RFP documents to comply with E-Rate requirements.
 - c) Assistance with cost comparison and analysis of proposals.
 - d) Support and assistance filing any and all E-rate required forms.
 - e) Review and analyze E-Rate applications to ensure all information is correct, discounts are up-to-date, and overall E-Rate compliance.
 - f) Evaluation of projects to ensure E-Rate requirements and guidelines are met.
 - g) Assistance to Schools and Libraries through any and all PIA reviews, audits and appeals as needed.
 - h) Assistance through the funding disbursement.
- 1.2 The Consultant will be required to provide annual regional training or workshops (a minimum of three, maximum of five) throughout the State. The Consultant shall, in collaboration with OBAE and the State E-rate Coordinator, develop and provide E-Rate training materials that will not only be available at scheduled workshops, but will be readily available (in electronic format) to all schools and libraries. Information provided by the

Consultant will include information on E-Rate rules and regulations, forms, processes, technology planning, and other items related to the E-Rate program. Attendees will include, but not limited to: schools staff, librarians, State Library staff, local and State government officials, consultants, and vendors. To further support these efforts, the Consultant shall offer additional support and training via webinars as needed.

- 1.3 The Consultant will be required to provide data analysis on current and past E-Rate application information. The analysis will consist of, but not limited to, information based on usage and trends of how Schools and Libraries are utilizing the E-Rate program as well as E-Rate information related to other states. This information will be used to evaluate progress, determine areas of focus and drive decisions.
- 1.4 The Consultant will be required to provide periodic updates on E-Rate dates, deadlines, and changes to the E-Rate program.
- 1.5 The selected Consultant shall provide support assistance, guidance and direct filing services for E-rate consortia and for the Statewide Education Network as directed by OBAE. The Consultant shall participate in all aspects of the development, submission, and completion of the consortium (including state consortium) so as to assure that E-rate rules and requirements are met. The Consultant shall fully support the development of consortia and the Statewide Education Network projects including the planning, procurement, negotiations and contracting and invoicing/operations. The activities will include participating in meetings, documentation review, data compilation and analysis, cost modeling and comparisons, E-rate eligibility analysis etc...
- 1.6 The Consultant will be required to provide consulting services to OBAE including, but not limited to:
 - a) Participating in regularly schedule conference calls.
 - b) Under the direction of OBAE, meet and collaborate with pertinent local and state government officials and partner agencies.
 - c) Occasionally present E-Rate information at council meetings, seminars, and conferences held throughout New Mexico.
 - d) Track all New Mexico E-Rate applications, funding requests, equipment budgets, and service contracts.
 - e) Review best practices from other states and provide suggested improvements and/or changes that could positively impact the program.

Option 2: The selected Consultant shall provide support assistance, guidance, training and direct filing for E-rate Category 1 and/or Category 2 services for up to 200 small schools – charters and/or small districts (individually or as groups/consortia) as directed by OBAE and in collaboration with the State E-rate Coordinator. The Consultant shall participate in all aspects of the development, submission and completion of the applications, to ensure that E-rate rules and requirements are met. As specified on the cost sheet (attached), the respondent is to provide pricing for up to 50 charter schools in tiered options, i.e. 1-10 schools, 1-20 schools, 1-30 schools, 1- 40 and 1-50 schools etc...

OPTION 2 TERMS OF SERVICE

This RFP is intended to result in a contractual agreement between OBAE and the Consultant for one year, two-year, three-year or four-year terms, with optional one-year renewals, not to exceed two renewal terms. To meet OBAE timelines, the initial term of Option 2 could be as early as September 2023. The resulting Agreement takes into account that E-rate funding years may take two or more state fiscal years to complete, and that follow-up audits by Federal agencies may occur up to five years after last date of service.

Option 3: The selected Consultant shall provide support assistance, guidance, training and direct filing for the Rural Health Care Program services (Telecommunications Program and/or Healthcare Connect Fund Program) for up to 200 eligible health clinics (individually or as groups/consortia) as directed by OBAE. The Consultant shall participate in all aspects of the development, submission and completion of the applications, to ensure that program rules and requirements are met. As specified on the cost sheet (attached), the respondent is to provide pricing for up to 200 program-eligible clinics in tiered options, i.e. 1-10 clinics, 1-20 clinics, 1-30 clinics, 1-40, 1-50 clinics etc... The Consultant could also file consortia applications and/or an application for a future Statewide Telehealth Network for groups of eligible clinics (based on regions or statewide). The consultant shall assist with all activities associated with the creation of the required consortia and complete all the documentation filing and portal activities by the consultant. The compensation for consortia filing will be calculated as the sum of the compensation amounts for the equivalent individual applications for the consortium participants.

1. QUALIFICATIONS AND REQUIREMENTS FOR OPTION 1

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

- 1.1. The Contractor must have resources and experience to successfully support a statewide E-Rate Program(s) and related processes.
- 1.2. The Consultant must have comprehensive knowledge of E-rate matters, including, but not limited to, FCC rules and regulations, and their interpretations. It is expected that the Consultant, at its own expense, will participate in annual E-rate training, as presented by the Schools and Libraries Division of USAC, and will track new E-rate developments through applicable website monitoring and program-specific teleconferences.
- 1.3. All work shall be performed by qualified personnel (qualified by applicable education and experience) that have current and valid professional certifications/licenses. Members or organization shall be members of the E-rate management professional's association certification (E-MPA).
- 1.4. All personnel shall maintain the necessary and required certifications/licenses and standards specific to the services provided, in accordance with all applicable industry requirements, Federal, State, and local rules, regulations and laws.
- 1.5. All services shall be provided under the supervision of experienced and qualified professionals.
- 1.6. It is desired that the Consultant be a business already operating in New Mexico.
- 1.7. Be able to assist in the complex (multi-solution/vendor) proposal comparison and evaluation process. Have experience developing Total Cost of Ownership models and comparisons – as defined/recommended by the E-rate program – for solutions including Special Construction, Internet Access, Data Transport, Maintenance & Operations of OSP fiber and network equipment.

- 1.8. Experience with transitional service E-rate applications and successful track record submitting deadline extensions and appeals to USAC and the FCC for denied applications.
- 1.9. Experience developing E-rate data analysis summaries that inform and support regional and state level policy.
- 1.10. Experience monitoring program deadlines and developing a notification system for customers.
- 1.11. All personnel who visit a public school site for installation or services must have proof of passing a designated, applicable Background Investigation/Check.
- 1.12. Ability to provide clear and detailed (per site, per service line item charges) electronic billing statements as well as paper statements.
- 1.13. The respondent should provide as a part of their response a plan for providing monthly, quarterly, and annual reports, as appropriate for communicating both summary level data as well as an activity log of work done with individual entities. The plan should include a commitment to, if awarded, work with OBAE staff to develop a list of reports and applicable schedule for those reports.
- 1.14. Consultant shall not, in any capacity, represent, consult, train or maintain an ongoing contractual relationship with any potential OBAE or PED service provider for goods or services relating to or concerning the E-Rate Program.

2. QUALIFICATIONS AND REQUIREMENTS FOR OPTION 2

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

- 2.1. It is desired that the members or organization be members of the E-rate management professional's association certification (E-MPA).
- 2.2. It is desired that the Consultant be a business already operating in New Mexico.
- 2.3. The Consultant must be able to demonstrate a comprehensive knowledge of e-rate matters. It is expected that the Consultant, at its own expense, will participate in annual E-rate training.
- 2.4. All work shall be performed by qualified personnel (qualified by applicable education and experience).
- 2.5. Experience working with large numbers (10+) of small entities (schools and libraries) in NM.
- 2.6. Experience filing and fully supporting E-rate applications for small entities: charters and libraries)
- 2.7. All personnel who visit a public school site for installation or services must have proof of passing a designated Background Investigation/Check.
- 2.8. Ability to provide clear and detailed (per site, per service line item charges) electronic billing statements as well as paper statements.
- 2.9. The respondent should provide as a part of their response a plan for providing monthly, quarterly, and annual reports, as appropriate for communicating both summary level data as well as an activity log of work done with individual entities. The plan should include a commitment to, if awarded, work with OBAE staff to develop a list of reports and applicable schedule for those reports.
- 2.10. Consultant shall not, in any capacity, represent, consult, train or maintain an ongoing contractual relationship with any potential OBAE or PED service provider for goods or services relating to or concerning the E-Rate Program.

3. QUALIFICATIONS AND REQUIREMENTS FOR OPTION 3

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

- 3.1. It is desired that the members or organization be members of a pertinent management professional's association certification.

- 3.2. It is desired that the Consultant be a business already operating in New Mexico.
- 3.3. The Consultant must be able to demonstrate a comprehensive knowledge of the Rural Health Care Program matters. It is expected that the Consultant, at its own expense, will participate in annual program related training.
- 3.4. All work shall be performed by qualified personnel (qualified by applicable education and experience).
- 3.5. Experience working with large numbers (10+) of small entities (Health Clinics), preferably in NM.
- 3.6. Experience filing and fully supporting Rural Health Care applications for eligible entities.
- 3.7. Ability to provide clear and detailed (per site, per service line item charges) electronic billing statements as well as paper statements.
- 3.8. The respondent should provide as a part of their response a plan for providing monthly, quarterly, and annual reports, as appropriate for communicating both summary level data as well as an activity log of work done with individual entities. The plan should include a commitment to, if awarded, work with OBAE staff to develop a list of reports and applicable schedule for those reports.
- 3.9. Consultant shall not, in any capacity, represent, consult, train or maintain an ongoing contractual relationship with any potential OBAE service provider for goods or services relating to or concerning the Rural Health Care Program.

B. TECHNICAL SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS FOR OPTION 1

- a. The Consultant must have comprehensive knowledge of E-rate matters, including, but not limited to, FCC rules and regulations, and their interpretations. It is expected that the Consultant, at its own expense, will participate in annual E-rate training, as presented by the Schools and Libraries Division of USAC, and will track new E-rate developments through applicable website monitoring and program-specific teleconferences.
- b. All work shall be performed by qualified personnel (qualified by applicable education and experience) that have current and valid professional certifications/licenses. Members or organization shall be members of the E-rate management professional's association certification (E-MPA).
- c. All personnel shall maintain the necessary and required certifications/licenses and standards specific to the services provided, in accordance with all applicable industry requirements, Federal, State, and local rules, regulations and laws.
- d. All services shall be provided under the supervision of experienced and qualified professionals.
- e. Experience with transitional service E-rate applications and successful track record submitting deadline extensions and appeals to USAC and the FCC for denied applications.
- f. Experience monitoring program deadlines and developing a notification system for customers.

B. TECHNICAL SPECIFICATIONS FOR OPTION 2

- a. It is **desired** that the members or organization be members of the E-rate management professional's association certification (E-MPA).
- b. It is **desired** that the Consultant be a business already operating in New Mexico.

- c. The Consultant **must** be able to demonstrate a comprehensive knowledge of e-rate matters. It is expected that the Consultant, at its own expense, will participate in annual E-rate training.
- d. All work shall be performed by qualified personnel (qualified by applicable education and experience).
- e. Experience working with large numbers (10+) of small entities (schools and libraries) in NM.
- f. Experience filing and fully supporting E-rate applications for small entities: charters and libraries)

C. TECHNICAL SPECIFICATIONS FOR OPTION 3

- a. It is **desired** that the members or organization be members of a pertinent management professional’s association certification.
- b. It is **desired** that the Consultant be a business already operating in New Mexico.
- c. The Consultant **must** be able to demonstrate a comprehensive knowledge of the Rural Health Care Program matters. It is expected that the Consultant, at its own expense, will participate in annual program related training.
- d. All work **shall** be performed by qualified personnel (qualified by applicable education and experience).
- e. Experience working with large numbers (10+) of small entities (Health Clinics), preferably in NM.
- f. Experience filing and fully supporting Rural Health Care applications for eligible entities.

1. Organizational Experience

Offeror **must**:

- a) provide a detailed 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 Professional E-Rate/Rural Health Programs Services. All Professional E-Rate/Rural Health Programs Services provided to private sector will also be considered;
- b) provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as First/Last Name and Title. Offeror must include key personnel education, work experience, relevant and applicable certifications/licenses.
- c) indicate how many E-Rate consulting services have been performed in the last two years and what percentage of business revenue is derived from E-Rate consulting services engagements; and number of successful awards and total amount funded in the last two years, as well as the percentage of successful e-rate awards granted.
- d) describe at least two project successes and failures of E-Rate consulting services engagements. Include how each experience improved the Offeror’s services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- 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.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specification

A. Mandatory for OPTION 1

- a. The Consultant must have comprehensive knowledge of E-rate matters, including, but not limited to, FCC rules and regulations, and their interpretations. It is expected that the Consultant, at its own expense, will participate in annual E-rate training, as presented by the Schools and Libraries Division of USAC, and will track new E-rate developments through applicable website monitoring and program-specific teleconferences.
- b. All work shall be performed by qualified personnel (qualified by applicable education and experience) that have current and valid professional certifications/licenses. Members or organization shall be members of the E-rate management professional’s association certification (E-MPA).

- c. All personnel shall maintain the necessary and required certifications/licenses and standards specific to the services provided, in accordance with all applicable industry requirements, Federal, State, and local rules, regulations and laws.
- d. All services shall be provided under the supervision of experienced and qualified professionals.
- e. Experience with transitional service E-rate applications and successful track record submitting deadline extensions and appeals to USAC and the FCC for denied applications.
- f. Experience monitoring program deadlines and developing a notification system for customers.

B. Mandatory for OPTION 2

- a. The Consultant **must** be able to demonstrate a comprehensive knowledge of e-rate matters. It is expected that the Consultant, at its own expense, will participate in annual E-rate training.
- b. All work shall be performed by qualified personnel (qualified by applicable education and experience).

C. Mandatory for OPTION 3

- a. The Consultant **must** be able to demonstrate a comprehensive knowledge of the Rural Health Care Program matters. It is expected that the Consultant, at its own expense, will participate in annual program related training.
- b. All work **shall** be performed by qualified personnel (qualified by applicable education and experience).

4. Desirable Specification

A. Desirable for OPTION 1

- a. Experience with transitional service E-rate applications and successful track record submitting deadline extensions and appeals to USAC and the FCC for denied applications.
- b. Experience monitoring program deadlines and developing a notification system for customers.

B. Desirable for OPTION 2

- a. It is **desired** that the members or organization be members of the E-rate management professional's association certification (E-MPA).
- b. It is **desired** that the Consultant be a business already operating in New Mexico.
- c. Experience working with large numbers (10+) of small entities (schools and libraries) in NM.
- d. Experience filing and fully supporting E-rate applications for small entities: charters and libraries)

C. Desirable for OPTION 3

- a. It is **desired** that the members or organization be members of a pertinent management professional's association certification.
- b. It is **desired** that the Consultant be a business already operating in New Mexico.
- c. Experience working with large numbers (10+) of small entities (Health Clinics), preferably in NM.

- d. Experience filing and fully supporting Rural Health Care applications for eligible entities.

D. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may held at the sole discretion of the Evaluation Committee.

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the assigned points listed in the evaluation factors.

5. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factors	Points Available
Technical Specifications	
Organizational Experience (Combined a thru d Total)	
a. Corporate Information/Experience	10
b. Key Personnel	05
c. Technical Approach	10
d. Management Approach	05
Organizational/Project Performance References	15
Oral Presentations (<i>If Applicable - An additional 50 Points may be assigned for a total of 150 Points</i>)	If required
Mandatory Specification	20
Desirable Specification	N/A
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)	N/A
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)	N/A
Cost	35
TOTAL without Oral Presentations	100
TOTAL with Oral Presentations	150

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

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

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's

candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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 Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.4 Mandatory Specifications

Not Applicable.

4. B.5 Desirable Specifications

Not Applicable.

5. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned. Offerors shall demonstrate profitability and positive balance sheet for prior two years.

6. C.2 Performance Bond (See Table 1)

Not Applicable.

7. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

8. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

9. C.5 Oral Presentation (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, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

10. C.6 Cost (See Table 1)

The evaluation of each Offeror’s cost proposal will be sum of the four years of annual budget, conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times 35 \text{ (Available points for Cost)}$$

10. C.7. New Mexico/Native American Resident Preferences

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

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

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 as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Not Applicable

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.* NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 a 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 [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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: None

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

Date

Title (position)

--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)

APPENDIX C

DRAFT CONTRACT

STATE OF NEW MEXICO

PROFESSIONAL SERVICES AGREEMENT

No. [ENTER AGREEMENT/CONTRACT NUMBER ASSIGNED BY CRB]

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into by and between Procuring Entity, [Insert Procuring Agency Name], and Contractor [Insert Contractor Name] (collectively the “Parties”). This Agreement, and an amendments, shall become effective only when approved by all of the signatories below.

1. This Agreement: (a) Identifies specific types and quantities of professional services procured by Procuring Entity from Contractor under Price Agreement No. [Insert PA #] (the “PA”), pursuant to purchase order [Insert PO#] (the “PO”); (b) Documents, terms and conditions of the Agreement specific to the procurement in addition to those in the PA; and (c) Identifies the deliverables or the scope of a staff augmentation procurement.
2. This Agreement is subject to all terms and conditions of the PA, which shall have precedence over any conflicting term or condition included in Paragraph 3.
3. The parties agree to these additional terms and conditions: [add T&C’s or specify “NONE”]
4. The specific professional services procured under this Agreement, the maximum compensation amounts, and deliverables are set forth in Exhibit 1.
5. This Agreement is effective on the date of the latest signature (“Effective Date”), and expires on the date, time or event, specified in Exhibit 1, not to exceed X years, unless terminated earlier pursuant to Article 6 of the PA.
6. The primary contact for Procuring Entity concerning this Agreement is:

[Name/Identity]

The primary contact for Contractor concerning this Agreement is:

[Name/Identity]

7. This Agreement, the PA, and the PO set forth the entire agreement between the Parties with respect to this procurement and supersede all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Each of the signatories, below, may execute this Participating Addendum by hard copy original,

facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement:

Approved for Contractor by:

By: _____

Date:

[Name, Title]

Approved for Procuring Agency by:

_____ Date: _____

[Name, Title]

Approved for financial sufficiency by:

_____ Date: _____

[Procuring Agency – CFO]

The undersigned certifies that Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

BTIN: _____

_____ Date: _____

[Name, Title]

Taxation and Revenue Department

The undersigned certifies that this Agreement complies with the Department of Information Technology Act, Chapter 9, Article 27 NMSA and Executive Orders relating to information technology issued by the Governor of the State of New Mexico:

[Name], Director
Office of Broadband Access and Expansion

Date:

EXHIBIT 1

TO PROFESSIONAL SERVICES AGREEMENT NO. [Insert No.]

I. Purpose:

The Purpose of this Agreement is for the Contractor to provide professional services to support [identify project] for procuring agency. The goals and objectives for Contractor are:

C. DETAILED SCOPE OF WORK

The proposed work consists of the selected contractor(s) providing all required work, furnishing all labor, materials, supplies, appropriate equipment, transportation, fees, permits, taxes, supervision, and administration necessary to perform and complete any and all work/services, awarded to contractor, in accordance with the specification and requirements contained in this RFP and the resultant Agreement. Within this scope of work (SOW), there are two independent options of which vendors can choose to submit proposals. Respondents have the option of submitting proposals for Option 1 only, Option 2 only, or both Option 1 and Option 2.

Option 1: The selected Contractor is to provide E-Rate support and consultation services, under the direction of OBAE and in collaboration with the State E-rate Coordinator, to New Mexico Public Schools and Libraries.

OPTION 1 TERM OF SERVICES

This RFP is intended to result in a contractual agreement between OBAE and the Consultant for one year, two-year, three-year, or four-year terms, with optional one-year renewals, not to exceed two renewal terms. Terms of the agreement will coincide with E-rate fiscal year and could begin in September 2023. The resulting Agreement takes into account that E-rate funding years may take two or more state fiscal years to complete, and that follow-up audits by Federal agencies may occur up to five years after last date of service. Continuity for the E-rate funding process is considered of high importance while building sustainable regional or state-wide consortia.

- 1.1 The Consultant's services will include providing support assistance and guidance to schools and libraries from early project planning through final E-rate reimbursement to the school district or library. Support assistance and guidance includes, but will not be limited to:
- i) Assist applicants with updating information in their E-Rate Productivity Center (EPC).
 - j) Assist applicants with development, review, and guidance of RFP documents to comply with E-Rate requirements.
 - k) Assistance with cost comparison and analysis of proposals.
 - l) Support and assistance filing any and all E-rate required forms.
 - m) Review and analyze E-Rate applications to ensure all information is correct, discounts are up-to-date, and overall E-Rate compliance.
 - n) Evaluation of projects to ensure E-Rate requirements and guidelines are met.

- o) Assistance to Schools and Libraries through any and all PIA reviews, audits and appeals as needed.
 - p) Assistance through the funding disbursement.
- 1.2 The Consultant will be required to provide annual regional training or workshops (a minimum of three, maximum of five) throughout the State. The Consultant shall, in collaboration with OBAE and the State E-rate Coordinator, develop and provide E-Rate training materials that will not only be available at scheduled workshops, but will be readily available (in electronic format) to all schools and libraries. Information provided by the Consultant will include information on E-Rate rules and regulations, forms, processes, technology planning, and other items related to the E-Rate program. Attendees will include, but not limited to: schools staff, librarians, State Library staff, local and State government officials, consultants, and vendors. To further support these efforts, the Consultant shall offer additional support and training via webinars as needed.
 - 1.3 The Consultant will be required to provide data analysis on current and past E-Rate application information. The analysis will consist of, but not limited to, information based on usage and trends of how Schools and Libraries are utilizing the E-Rate program as well as E-Rate information related to other states. This information will be used to evaluate progress, determine areas of focus and drive decisions.
 - 1.4 The Consultant will be required to provide periodic updates on E-Rate dates, deadlines, and changes to the E-Rate program.
 - 1.5 The selected Consultant shall provide support assistance, guidance and direct filing services for E-rate consortia and for the Statewide Education Network as directed by OBAE. The Consultant shall participate in all aspects of the development, submission, and completion of the consortium (including state consortium) so as to assure that E-rate rules and requirements are met. The Consultant shall fully support the development of consortia and the Statewide Education Network projects including the planning, procurement, negotiations and contracting and invoicing/operations. The activities will include participating in meetings, documentation review, data compilation and analysis, cost modeling and comparisons, E-rate eligibility analysis etc...
 - 1.6 The Consultant will be required to provide consulting services to OBAE including, but not limited to:
 - f) Participating in regularly schedule conference calls.
 - g) Under the direction of OBAE, meet and collaborate with pertinent local and state government officials and partner agencies.
 - h) Occasionally present E-Rate information at council meetings, seminars, and conferences held throughout New Mexico.
 - i) Track all New Mexico E-Rate applications, funding requests, equipment budgets, and service contracts.
 - j) Review best practices from other states and provide suggested improvements and/or changes that could positively impact the program.

Option 2: The selected Consultant shall provide support assistance, guidance, training and direct filing for E-rate Category 1 and/or Category 2 services for up to 200 small schools – charters and/or small districts (individually or as groups/consortia) as directed by OBAE and in collaboration with the State E-rate Coordinator. The Consultant shall

participate in all aspects of the development, submission and completion of the applications, to ensure that E-rate rules and requirements are met. As specified on the cost sheet (attached), the respondent is to provide pricing for up to 50 charter schools in tiered options, i.e. 1-10 schools, 1-20 schools, 1-30 schools, 1- 40 and 1-50 schools etc...

OPTION 2 TERMS OF SERVICE

This RFP is intended to result in a contractual agreement between OBAE and the Consultant for one year, two-year, three-year or four-year terms, with optional one-year renewals, not to exceed two renewal terms. To meet OBAE timelines, the initial term of Option 2 could be as early as September 2023. The resulting Agreement takes into account that E-rate funding years may take two or more state fiscal years to complete, and that follow-up audits by Federal agencies may occur up to five years after last date of service.

Option 3: The selected Consultant shall provide support assistance, guidance, training and direct filing for the Rural Health Care Program services (Telecommunications Program and/or Healthcare Connect Fund Program) for up to 200 eligible health clinics (individually or as groups/consortia) as directed by OBAE. The Consultant shall participate in all aspects of the development, submission and completion of the applications, to ensure that program rules and requirements are met. As specified on the cost sheet (attached), the respondent is to provide pricing for up to 200 program-eligible clinics in tiered options, i.e. 1-10 clinics, 1-20 clinics, 1-30 clinics, 1- 40, 1-50 clinics etc... The Consultant could also file consortia applications and/or an application for a future Statewide Telehealth Network for groups of eligible clinics (based on regions or statewide). The consultant shall assist with all activities associated with the creation of the required consortia and complete all the documentation filing and portal activities by the consultant. The compensation for consortia filing will be calculated as the sum of the compensation amounts for the equivalent individual applications for the consortium participants.

4. QUALIFICATIONS AND REQUIREMENTS FOR OPTION 1

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

- 4.1. The Contractor must have resources and experience to successfully support a statewide E-Rate Program(s) and related processes.
- 4.2. The Consultant must have comprehensive knowledge of E-rate matters, including, but not limited to, FCC rules and regulations, and their interpretations. It is expected that the Consultant, at its own expense, will participate in annual E-rate training, as presented by the Schools and Libraries Division of USAC, and will track new E-rate developments through applicable website monitoring and program-specific teleconferences.
- 4.3. All work shall be performed by qualified personnel (qualified by applicable education and experience) that have current and valid professional certifications/licenses. Members or organization shall be members of the E-rate management professional's association certification (E-MPA).
- 4.4. All personnel shall maintain the necessary and required certifications/licenses and standards specific to the services provided, in accordance with all applicable industry requirements, Federal, State, and local rules, regulations and laws.

- 4.5. All services shall be provided under the supervision of experienced and qualified professionals.
- 4.6. It is desired that the Consultant be a business already operating in New Mexico.
- 4.7. Be able to assist in the complex (multi-solution/vendor) proposal comparison and evaluation process. Have experience developing Total Cost of Ownership models and comparisons – as defined/recommended by the E-rate program – for solutions including Special Construction, Internet Access, Data Transport, Maintenance & Operations of OSP fiber and network equipment.
- 4.8. Experience with transitional service E-rate applications and successful track record submitting deadline extensions and appeals to USAC and the FCC for denied applications.
- 4.9. Experience developing E-rate data analysis summaries that inform and support regional and state level policy.
- 4.10. Experience monitoring program deadlines and developing a notification system for customers.
- 4.11. All personnel who visit a public school site for installation or services must have proof of passing a designated, applicable Background Investigation/Check.
- 4.12. Ability to provide clear and detailed (per site, per service line item charges) electronic billing statements as well as paper statements.
- 4.13. The respondent should provide as a part of their response a plan for providing monthly, quarterly, and annual reports, as appropriate for communicating both summary level data as well as an activity log of work done with individual entities. The plan should include a commitment to, if awarded, work with OBAE staff to develop a list of reports and applicable schedule for those reports.
- 4.14. Consultant shall not, in any capacity, represent, consult, train or maintain an ongoing contractual relationship with any potential OBAE or PED service provider for goods or services relating to or concerning the E-Rate Program.

5. QUALIFICATIONS AND REQUIREMENTS FOR OPTION 2

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

- 5.1. It is desired that the members or organization be members of the E-rate management professional's association certification (E-MPA).
- 5.2. It is desired that the Consultant be a business already operating in New Mexico.
- 5.3. The Consultant must be able to demonstrate a comprehensive knowledge of e-rate matters. It is expected that the Consultant, at its own expense, will participate in annual E-rate training.
- 5.4. All work shall be performed by qualified personnel (qualified by applicable education and experience).
- 5.5. Experience working with large numbers (10+) of small entities (schools and libraries) in NM.
- 5.6. Experience filing and fully supporting E-rate applications for small entities: charters and libraries)
- 5.7. All personnel who visit a public school site for installation or services must have proof of passing a designated Background Investigation/Check.
- 5.8. Ability to provide clear and detailed (per site, per service line item charges) electronic billing statements as well as paper statements.
- 5.9. The respondent should provide as a part of their response a plan for providing monthly, quarterly, and annual reports, as appropriate for communicating both summary level data as well as an activity log of work done with individual entities. The plan should include a commitment to, if awarded, work with OBAE staff to develop a list of reports and applicable schedule for those reports.

5.10. Consultant shall not, in any capacity, represent, consult, train or maintain an ongoing contractual relationship with any potential OBAE or PED service provider for goods or services relating to or concerning the E-Rate Program.

6. QUALIFICATIONS AND REQUIREMENTS FOR OPTION 3

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

- 6.1. It is desired that the members or organization be members of a pertinent management professional's association certification.
- 6.2. It is desired that the Consultant be a business already operating in New Mexico.
- 6.3. The Consultant must be able to demonstrate a comprehensive knowledge of the Rural Health Care Program matters. It is expected that the Consultant, at its own expense, will participate in annual program related training.
- 6.4. All work shall be performed by qualified personnel (qualified by applicable education and experience).
- 6.5. Experience working with large numbers (10+) of small entities (Health Clinics), preferably in NM.
- 6.6. Experience filing and fully supporting Rural Health Care applications for eligible entities.
- 6.7. Ability to provide clear and detailed (per site, per service line item charges) electronic billing statements as well as paper statements.
- 6.8. The respondent should provide as a part of their response a plan for providing monthly, quarterly, and annual reports, as appropriate for communicating both summary level data as well as an activity log of work done with individual entities. The plan should include a commitment to, if awarded, work with OBAE staff to develop a list of reports and applicable schedule for those reports.
- 6.9. Consultant shall not, in any capacity, represent, consult, train or maintain an ongoing contractual relationship with any potential OBAE service provider for goods or services relating to or concerning the Rural Health Care Program.

II. Service Category(ies) and Unit Rates:

IT Professional Service Category (Include Experience Level, if applicable)	PA Unit Rate	Negotiated Unit Rate

II. The Deliverables:

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service delivered by Contractor to Procuring Agency (a "Deliverable") pursuant to this Agreement. Contractor will deliver each Deliverable, but

Contractor is not limited to delivering only the identified Deliverables in a given area of the Project. The Parties agree that the Deliverables are the controlling items and that Contractor’s primary obligation is to deliver the Deliverables to Procuring Agency according to the following sections.

[Procuring Agency may identify as many Deliverables, with as many associated tasks and subtasks, as may be needed for Contractor to accomplish the SOW.]

A. Sample Deliverable Number 1 – [Insert name of deliverable. Name of deliverable here should be the same as the deliverable name in the table.]

Deliverable Name	Due Date	Compensation
[Insert name of deliverable. Deliverable name here, should be the same as the name used in the title line above the table.]	[Due dates must be stated to facilitate Procuring Agency and Contractor’s efforts to monitor project progress. Insert actual date this deliverable is due. If an actual date is not available, enter a no later than date.]	Total unit rate compensation not to exceed \$[], including GRT, as applicable, billed pursuant to SWPA Article 3 and invoiced [monthly/quarterly/per-deliverable] based on timesheets approved by the Procuring Agency and submitted by the Contractor on the same periodic basis. Periodic compensation amount not to exceed [\$].

Task Item	Sub Tasks	Description
[Insert Name of Task 1 or tasks to be performed for each Deliverable.]	Sub 1 through however many subtasks are needed to accomplish Task 1, which leads to the number of Tasks needed to accomplish Deliverable 1.	<ul style="list-style-type: none"> [Insert Description. Use active verbs to describe the tasks and subtasks to be completed. Begin the statement by assigning responsibility for the party completing the task, for example, The Contractor will. Contractor name should not be used, only the term Contractor, as stated in the first sentence of this template. Also, references to the agency name should not be used, instead use Procuring Agency. Note that Contractor and Procuring Agency are capitalized.] [Include the expected deliverable and the agreed upon format. For example, weekly reports to be delivered in Word format, schedule to be delivered in Microsoft Project format. If there is a designated repository the Contractor should use for storing files, include here.] [If project technology deviates from the State’s systems, is hosted or cloud based, a completed exception form must be emailed to expection.requests@doit.nm.gov.]

		<ul style="list-style-type: none"> • [If compensation in Article 3 exceeds \$100,000, Project Certification Committee (PCC) attendance or waiver is required.] • [If contract includes technology that uses electronic payments, the payment card industry (PCI) process must be completed and approved prior to processing contract.]
Review and Acceptance		<ul style="list-style-type: none"> • [Deliverables should conclude with review and acceptance, for example:] • Contractor will provide all tasks developed as part of this Deliverable for review and acceptance by the Procuring Agency.

B. Deliverable Number 2 – [Example] Project Management Services

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Project Management Services	To Begin Upon Contract Execution Through June 30, 2023	Total unit rate compensation not to exceed \$[], including GRT, as applicable, billed pursuant to PA Article 3 and invoiced [monthly/quarterly/per-deliverable] based on timesheets approved by the Procuring Agency and submitted by the Contractor on the same periodic basis. Periodic compensation amount not to exceed [\$].

Task Item	Sub Tasks	Description
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2.0 Stakeholder Management		<ul style="list-style-type: none"> • Contractor will initiate stakeholders and develop and maintain a current stakeholder registry. • Contract will schedule interviews with stakeholders.
2.1 Gather and Develop Requirements		<ul style="list-style-type: none"> • Contractor will schedule meetings with subject matter experts and stakeholders to gather and develop requirements to be delivered in a Requirements Traceability Matrix. • Contractor will develop and deliver a work breakdown structure.
2.2 Project Management Plan		<ul style="list-style-type: none"> • Contractor will develop and maintain an updated Project Management Plan to include integration, scope, schedule, cost, quality, resources, communication, risk, procurement and stakeholder plans in Microsoft Word format. • Contractor’s Project Management Plan shall clearly identify process, procedures and plans for completion of project activities. Project Management Plan shall be reviewed and approved by the Procuring Agency.
2.3 Establish Project Governance		<ul style="list-style-type: none"> • Contractor will facilitate the development of an Executive Steering Committee (ESC) and Project Steering Committee in collaboration with the Procuring Agency. Provide organizational charts to include participants and illustrate reporting responsibilities. • Contractor will provide project team member management.
2.4 Manage Risks and Issues		<ul style="list-style-type: none"> • Contractor will develop risk and issues logs, mitigate risks and manage identified issues through communications with ESC and Project Steering Committee.
2.5 Project Documentation		<ul style="list-style-type: none"> • Contractor will develop materials required for Project Certification Committee to include certification request form, presentation, project charter, project management plan and any additionally requested information. • Contractor will develop materials required for Technical Architecture Review Committee (TARC) to include TARC request form, system design document, security questionnaire, business continuity plan, operations and support plan, any additionally requested information. • Contractor will develop monthly project status reports and deliver to Procuring Agency and epmo@doit.nm.gov.

2.6 Review and Acceptance		<ul style="list-style-type: none"> All materials developed for this deliverable will be presented to the Procuring Agency for review and acceptance.
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C. **Deliverable Number 3 – [Example] IV&V Initial Assessment**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
IV&V Initial Assessment	June 30, 2023	Total unit rate compensation not to exceed \$[], including GRT, as applicable, billed pursuant to PA Article 3 and invoiced [monthly/quarterly/per-deliverable] based on timesheets approved by the Procuring Agency and submitted by the Contractor on the same periodic basis. Periodic compensation amount not to exceed [\$].

Task Item	Sub Tasks	Description
3.0 Initial Assessment	3.1	The Contractor shall provide an initial review of the activities required early in the project, particularly as it relates to planning. This will include a high-level review of previous activities conducted since project inception.
	3.2	The Contractor shall assess the project management processes and project organization and verify that lines of reporting and responsibility provide solid managerial/sponsor oversight of the project.
	3.3	The Contractor shall verify that project team roles and responsibilities of key project personnel are well-defined both for business and technical ownership of the project’s tasks and activities.
	3.4	The Contractor shall evaluate risk and issue management including processes for monitoring and tracking risks and issues.
	3.5	The Contractor shall evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project planning assumptions, budget and resources are adequate for the work-breakdown structure and schedule.
	3.6	The Contractor shall assess coordination, communication and management to verify that the Procuring Agency is communicating appropriately and not working independent of one another.

Review and Acceptance	3.8	The Contractor shall deliver the report to the Department of Information Technology (DoIT), Compliance and Project Management Program at epmo@doit.nm.gov, the Procuring Agency Chief Information Officer (CIO) and any other designated Procuring Agency recipients for review and acceptance.
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D. Deliverable Number 4 – Retainage Release [Include when retainage is held]

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Retainage Release	[Insert date payment is due.]	Amount payable on acceptance not to exceed \$Amount (including or excluding) GRT.

Task Item	Sub Tasks	Description
4.0 Retainage Release	Notice of Acceptance of All Deliverables	Procuring Agency shall release payment for the retainage invoice, representing retainage held against this contract, upon review and acceptance of the Deliverables specified in this scope of work.

The Agreement included in this Appendix C represents the contract/price agreement the Agency intends to use to make an award/awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

APPENDIX D

COST RESPONSE FORM

Option 1 Only		
Term <input style="width: 100%;" type="text"/>		
Four-Year (Renewable every year) - Price per application year		
Statewide E-rate support, SEN and regional consortia filing (Fixed price cost)		

Option 2 Only		
Term <input style="width: 100%;" type="text"/>		
Four-Year (Renewable every year) - Price per application year		
Up to 10 Schools		Annual Base Fee (for 10 schools)
11 to 20 Schools		Fee for each additional school
21 to 30 Schools		Fee for each additional school
31 to 40 Schools		Fee for each additional school
41 to 50 Schools		Fee for each additional school
Note: Any number of schools above 50 will be interpolated using the 41-50 unit amount.		

Option 3 Only		
Term <input style="width: 100%;" type="text"/>		
Four-Year (Renewable every year) - Price per application year		
Up to 10 Health Clinics		Annual Base Fee (for 10 schools)
11 to 20 Health Clinics		Fee for each additional Health Clinics
21 to 30 Health Clinics		Fee for each additional Health Clinics
31 to 40 Health Clinics		Fee for each additional Health Clinics
41 to 50 Health Clinics		Fee for each additional Health Clinics
Note: Any number of Rural Health clinics above 50 will be interpolated using the 41-50 unit amount.		

Fee calculation Methodology / Example:

If consultant files applications for 25 schools (or clinics) during the funding year, the annual contract fee will be:
 Annual base fee + (11-20 unit Fee) x 10 + (21-30 unit Fee) x 5

APPENDIX E

LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror’s proposal.

RFP#: OBAE-23-PROF-001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

No.
 Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

No.
 Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____

Date:

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Richard Govea (richard.govea@connect.nm.gov) by 07/10/2023 3:00pm MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # OBAE-23-PROF-001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

 (Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, OFFICE OF BROADBAND ACCESS AND EXPANSION via e-mail at:

Name: Richard Govea, Procurement Manager
 Telephone: (505) 629-7667
 Email: richard.govea@connect.nm.gov

Forms must be submitted no later than 07/10/2023 3:00pm MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror’s service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager at (505) 629-7667 / Richard Govea (richard.govea@connect.nm.gov). When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project you are providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS: