

**STATE OF NEW MEXICO
OFFICE OF BROADBAND ACCESS AND EXPANSION (OBAE)**

Agreement #: SEN-26-026

STATEWIDE EDUCATION NETWORK (SEN) MASTER AGREEMENT

This agreement (hereinafter “**Agreement**”) is made by and between the State of New Mexico, acting through its Office of Broadband Access and Expansion (“**Office of Broadband**”), and Lumen Technologies, Inc, (“**Contractor**”), collectively hereinafter referred to as the “**Parties.**”

RECITALS

WHEREAS the Office of Broadband Access and Expansion was created pursuant to the Broadband Access and Expansion Act, §§63-9J-1 – 63-9J-4 NMSA 1978, and empowered to plan and manage broadband infrastructure development projects in New Mexico.

WHEREAS §63-9J-3(A) administratively attached the Office of Broadband Access and Expansion to the Department of Information Technology.

WHEREAS §22-24-4.5, NMSA 1978 directs the Public School Capitol Outlay Council (PSCOC) to develop guidelines for a statewide education technology infrastructure network (“**SEN**”) that integrates regional hub locations for network services and the installation and maintenance of equipment necessary for education in New Mexico to fund a SEN in accordance with its guidelines;

WHEREAS, since March 1, 2023, the OBAE has administered and managed the State of New Mexico’s SEN project, and the PSCOC has funded a significant portion of this initiative;

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

NOW, THEREFORE, it is mutually agreed by the Parties as follows:

TERMS AND CONDITIONS

I. DEFINITIONS

- A. “Acceptance,” “Accept” or “Accepted” means the approval of all the Deliverables by OBAE’s representative.
- B. “Construction” means building, altering, repairing, installing or demolishing in the ordinary course of business as defined by Section 13-1-40 NMSA 1978.
- C. “Data” means a compilation, body, set or sets, of discrete information gathered by OBAE and/or Contractor which OBAE owns and/or controls and which concerns, and may be utilized or manipulated by OBAE and/or Contractor, to further OBAE’s governmental interests, role and mission (“**Mission**”). Data includes, but is not limited to, OBAE’s information, whether or not stored in one or more databases, Confidential Information, and other internal information which affects or may affect OBAE’s ability to further its Mission.

- D. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
- E. “Deliverable” means the verifiable outcomes, results, services or products that Contractor will develop, perform, and/or produce and deliver to OBAE according to this Agreement.
- F. “GRT” means Gross Receipts Tax.
- G. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.
- H. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to OBAE according to the Scope of Work.
- I. “Service” or “the Services” means the task(s), function(s), and responsibilities assigned to, and performed by Contractor according to the Scope of Work and/or Service Schedules.
- J. “Turnover Plan” means the written plan developed by Contractor and approved by OBAE to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to OBAE or to a third party.

II. CONTRACT DOCUMENTS

- A. Contract Documents. The “**Contract Documents**” consist of this Agreement, any amendments to this Agreement executed in writing by the Parties, and the following exhibits, each of which is incorporated into this Agreement as though fully set forth herein:
 - 1. Scope of Work as described in Article 6 of this Agreement (**Exhibit A**)
 - 2. Detailed Project Budget (**Exhibit B**)
 - 3. Glossary of Technical Terms (**Exhibit C**)
 - 4. Request For Quote (E-rate Form 470) (**Exhibit D**)
 - 5. Lumen Service Attachments (**Exhibit E**)
- B. Precedence. In the case of dispute or ambiguity arising between any of the Contract Documents, the terms and conditions set forth in the main body of this Agreement and its amendments shall take precedence.

III. SCOPE OF WORK

The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to OBAE. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.

IV. EFFECTIVE DATE; PERIOD OF PERFORMANCE

- A. Effective Date. This Agreement shall take effect upon execution by all parties (“**Effective Date**”). The term of this Agreement will not exceed Thirty-Six (36) months, except as may otherwise be allowed by §13-1-150 NMSA 1978.
- B. Notice to Proceed. Once this agreement is executed, this will trigger the creation of a Purchase Order reflecting the total compensation for the Contractor to receive funds against. A written Notice to Proceed has to be issued by OBAE before the Contractor can commence work and submit invoices to OBAE.
- C. After this Agreement terminates, the parties may continue to provide services identified in Exhibit B on a month-to-month basis for as long as allowed by law (the “Carryover Period”). During any such Carryover

Period, all terms and conditions of this Agreement applicable to such Deliverables shall remain operative. OBAE agrees to pay for any services provided during a Carryover Period at the monthly rates in effect at the time of termination, subject to any price adjustment authorized under this Agreement, OBAE may cease contracting for services during the Carryover Period upon no less than one month notice in writing to Contractor.

V. COMPENSATION

- A. OBAE shall pay the Contractor in full payment for services satisfactorily performed as outlined **Exhibit B – Budget**, which by reference is incorporated herein. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed FIFTY-THREE THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS AND SIXTEEN CENTS (\$53,444.16). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying OBAE when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided more than the total compensation amount without this Agreement being amended in writing prior to those services more than the total compensation amount being provided.
- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by OBAE. All invoices MUST BE received by the OBAE no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the OBAE finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the OBAE that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the OBAE shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- D. Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to their operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor and its subcontractors, if any, agree to hold OBAE harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or State and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

VI. ACCEPTANCE

- A. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the Scope of Work Contractor will submit an invoice, together with an accurate description of the Deliverable, to OBAE. Contractor will not submit invoices to OBAE for any amount(s) that exceed the amount(s) stated in this Agreement, absent OBAE's prior written permission.

- B. Acceptance. According to NMSA § 13-1-158, OBAE will determine whether the Deliverable(s) meet(s) the specifications stated in the Scope of Work.. OBAE will not pay for any Deliverable until OBAE Accepts the Deliverable in writing. In order to Accept a Deliverable, OBAE will perform a review of the Deliverable to determine, at a minimum, whether the Deliverable:
1. Meets or exceeds the Deliverable requirements stated in the SOW;
 2. Complies with the terms and conditions of the Agreement;
 3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
 4. Complies with all other of Contractor's requirements, duties and obligations hereunder.

VII. TERMINATION

- A. Grounds. OBAE may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon OBAE's uncured, material breach of this Agreement.
- B. Notice; OBAE Opportunity to Cure.
1. Except as otherwise provided in Paragraph (B)(3), OBAE shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give OBAE written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all OBAE's material breaches of this Agreement upon which the termination is based and (ii) state what OBAE must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if OBAE does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, OBAE does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the OBAE; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph C, "Appropriations", of this Agreement.
 4. Liability. Except as otherwise expressly allowed or provided under this Agreement, the OBAE's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OBAE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- C. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the FCC's E-Rate Program for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and E-Rate Program, this Agreement shall terminate immediately upon written notice being given by the OBAE to the Contractor. The OBAE's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the OBAE proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.
- D. Termination Management.

1. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of OBAE's other rights to receive Deliverables and other property hereunder, Contractor will:
 - i. Transfer, deliver, and/or make readily available to OBAE every Deliverable, partially completed Deliverable, and any and all other property in which OBAE has a financial interest, including but not limited to, any and all OBAE Data and/or Intellectual Property;
 - ii. Not incur any further financial obligations for materials, services, or facilities hereunder absent OBAE's prior written approval;
 - iii. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as OBAE may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
 - iv. Take and effect all actions as OBAE may direct, for the protection and preservation of the Deliverables, the Data, OBAE's Intellectual Property and all other all OBAE property as well as any and all records pertaining to, related to and/or required hereunder;
 - v. Agree in writing that OBAE is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by OBAE prior to the termination and such additional charges as may be agreed to by OBAE;
 - vi. Cooperate fully in the closeout or transition of Contractor's activities to facilitate OBAE's administration continuity with respect to OBAE's ongoing projects and programs;
 - vii. In the event this Agreement is terminated by OBAE for cause, Contractor shall remit to OBAE the full amount of any funds or funding that OBAE would have received, including lost E-Rate reimbursements.
 - viii. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for OBAE's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during OBAE's transition of the Project to a third party; and (2) Contractor's cooperation with OBAE and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to OBAE and the third party.
 - ix. Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to OBAE of any and all documents and files owned by OBAE, OBAE Data, the Software, the Source code, all Work Made for Hire and other related software, documentation, the system turnover plan, OBAE IP and other materials reasonably required for OBAE's use of the services. Upon receipt of OBAE's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to OBAE a copy of Contractor's most recent versions of all pertinent documents, files, OBAE's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP, and other materials, whether provided by OBAE or created by Contractor hereunder.
2. OBAE. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, OBAE will:
 - i. Retain ownership of all Deliverables, OBAE's Intellectual Property and Work Made for Hire; and

- ii. Pay Contractor all amounts due for the Deliverables Accepted by OBAE prior to the effective date of such termination or expiration.

VIII. LEGAL COMPLIANCE

- A. Project Requirements. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, engineering, testing and/or any other act or thing required to perform and complete the Project in a full and diligent manner in accordance with the Scope of Work. Contractor's project administration requirements shall include the following:
1. Make a determination that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Project.
 2. Make available to the Office of Broadband all project plans, documents, and data, including but not limited to the Project's engineering, planning, or design activities.
 3. Install broadband infrastructure and delivering service upon reasonable request
 4. in the approved Project Area to all existing homes and businesses located in the Project Area.
 5. Ensure broadband infrastructure is completed and operable in accordance with industry construction standards and engineering best practices.
 6. Procure and provide construction and installation of all necessary broadband infrastructure and equipment for the Project. Operation and maintenance of the system is the sole responsibility of Contractor.
 7. Research and comply with all local, state, or federal laws, codes, or regulations applicable to the Project.
 8. Research and comply with all requirements of any local, state, or federal OBAE or jurisdiction that regulates or governs the Project, including, but not limited to, acquiring all necessary permits, licenses, approvals, and agreements.
 9. Schedule, identify, coordinate, and provide safe access for, and obtain all inspections for Contractor's work related to the Project, as required by any authorized OBAE or applicable code.
 10. Obtain all certifications, licenses, permits, and approval necessary to operate the Project, and otherwise satisfying all requirements necessary to operate the Project.
 11. Contractor affirms that it will consult with the New Mexico Department of Transportation, the Office of Broadband, and electric utilities as well as local water sewer utilities as to any possible efficiencies that can be achieved with a "Dig Once" approach.
 12. Contractor will offer billing, in accordance with the FCC requirements.
 13. If the Contractor is providing a temporary equipment loan for product demonstration and/or evaluation purposes, such loans will be of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.
 14. The Contractor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.
 15. The Contractor certifies that the pricing covered by this Agreement complies with requirements in Section 54.500(f) of Part 47 of the Code of Federal Regulation as the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/E-Rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for more details.

- B. Civil Rights Compliance. Contractor is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of state funds found in the Human Rights Act, NMSA §28-1-1 *et seq.* Those requirements include ensuring a governmental entity or public contractor do not, directly or indirectly, refuse, otherwise limit or put conditions on services, or otherwise discriminate, on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition or spousal affiliation. Contractor agrees to, upon request, make available to the Office of Broadband such information and documentation necessary to demonstrate compliance with the Human Rights Act.
- C. Worker’s Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency
- D. Maintenance of and Access to Records. Contractor shall maintain records and financial documents sufficient to evidence compliance with applicable state and federal laws, regulations, and related guidance, and this Agreement. The Department of Finance Administration (DFA), New Mexico Department of Justice, Office of Broadband, Federal Communication Commission, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations. Records shall be maintained by Contractor for a period of 10 (ten) years after last date to deliver the service (see <https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-54/subpart-F/section-54.516>).
- E. Audit Requirements. Contractor understands that the Office of Broadband is subject to annual audit in accordance with the Audit Act, NMSA § 12-6-2 *et seq.*, and that financial records related to this Award may be subject to review. Contractor agrees to provide unrestricted access to, or produce copies of, any financial related to this award to the State Auditor, Department of Finance Administration, or designated contactor for purposes of completing the audit.
- F. Protections for Whistleblowers. In accordance with the Whistleblower Protection Act, NMSA §10-16C-1 *et seq.*, Contractor may not take any retaliatory action against an employee in reprisal for:
1. Disclosing to the Office of Broadband, or any other third party, an action or a failure to act that the employee believes in good faith constitutes an unlawful or improper act;
 2. Providing information to a public body as part of an investigation, hearing or inquiry into an unlawful or improper act; or
 3. Objecting to or refusing to participate in an activity, policy or practice that constitutes an unlawful or improper act,
- Contractor shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
- K. Domestic Preference in Procurement. In accordance with § NMSA 13-4-5, Contractor will provide a preference for the procurement or use of goods, products, or materials produced, grown, processed, or manufactured in New Mexico.
- L. Debts Owed the State Government.
1. Any funds paid to Contractor (a) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of the Agreement; (b) that are determined by the Department of Finance Administration (DFA), New Mexico Department of Justice, or Office of Broadband to have been misused; or (c) that are determined by Department of Finance Administration to be subject to a repayment obligation, and have not been repaid by Contractor, shall constitute a debt to the State of New Mexico.
 2. Any debts determined to be owed the State of New Mexico must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in State’s initial written demand for payment, unless other satisfactory arrangements have been made, or if Contractor knowingly or improperly retains funds that are a debt as defined in the paragraph above. The State of New Mexico will take any actions available to it to collect such a debt.

M. Disclaimer.

1. Contractor acknowledges and accepts that the State of New Mexico expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the Award or any contract, or subcontract under the Award.
2. The acceptance of this Agreement by Contractor does not in any way establish an OBAE relationship among or between the United States, State of New Mexico, the Department, the Office of Broadband and Contractor.

N. Remedies. If the event of Contractor's noncompliance with the Appropriation, this Agreement, other applicable laws, regulations, executive orders, or any reporting or other program requirement, the State of New Mexico may take available remedies as set forth under the law

IX. CONFLICT OF INTEREST

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any OBAE employee while such employee was or is employed by the OBAE and participating directly or indirectly in the OBAE's contracting process;
 2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the OBAE's making this Agreement;
 4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this

Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the OBAE.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the OBAE relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the OBAE if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the OBAE and notwithstanding anything in the Agreement to the contrary, the OBAE may immediately terminate the Agreement.

X. INDEMNIFICATION

- A. General. Contractor will defend, indemnify and hold harmless OBAE, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of a third party claim with respect to Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act related to Contractor's performance under this Agreement. This section will not apply to third party claims caused by OBAE, the State and their Employees own negligence. In the event that any demand, action, suit or proceeding directly related to Contractor's performance hereunder is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than **two (2) Business Days** after Contractor receives notice thereof, will notify, in writing, the legal counsel of OBAE.
- B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by OBAE, as necessary, to satisfy any outstanding claim that OBAE may have against the Contractor.

XI. LIASONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work.

The liaisons for this Agreement are:

For OBAE

Contractor:

SEN Agreement #: SEN-26-026

Ovidiu Viorica
6000 Uptown Blvd. NE #450
Albuquerque, NM 87110
(505) 270-1355
Ovidiu.Viorica@connect.nm.gov

Alexander Khanin
931 14th Street
Denver, CO
(303) 550-5653
alexander.khanin@lumen.com

XII. PROJECT MONITORING

The Office of Broadband or any of its authorized agents may monitor and inspect all phases and aspects of Contractor's performance to determine compliance with the Scope of Work, the proper use of funds, and other technical and administrative requirements of this Agreement, including the adequacy of Contractor's records and accounts. This section shall survive termination of this Contract.

XIII. SUBCONTRACTING

Contractor may not subcontract any portion of this Agreement or the SOW to any subcontractor absent OBAE's prior written approval. All subcontractors must be legally permitted to do business with the State of New Mexico under the procurement code and all other applicable laws and regulations. No such subcontracting will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate OBAE to make a payment, either directly or indirectly, to any subcontractor. If subcontracting or assignment is approved by OBAE, Contractor shall provide OBAE written notice promptly after the assignment is complete.

XIV. ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS

Contractor may not assign or transfer any portion of this Agreement without prior written consent by the Office of Broadband, in its sole discretion. In the event that any assets acquired, in whole or in part, pursuant to this Agreement are to be sold, leased, licensed to or operated by a private entity other than Contractor during term of the Agreement, the sale, lease, license, or operating agreement must be approved before it may become effective by the applicable oversight entity (if any) in accordance with state and federal law or, if no oversight entity is required to approve the transaction, it must be approved before it may become effective by the Office of Broadband based on a determination whether the transaction complies with applicable state and federal law and this Agreement.

XV. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by Contractor or any of its contractors, subcontractors, or subrecipients in furtherance of this Agreement are the property of Contractor and the Office of Broadband. Both Contractor and the Office of Broadband have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Office of Broadband and Contractor.

XVI. CONFIDENTIALITY

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

XVII. REPRESENTATIONS AND WARRANTIES Recognizing that the Department is relying hereon, Contractor represents and warrants, as of the Effective Date of this Agreement, as follows:

- A. Organization; Power, Etc. Contractor: (1) is duly organized and validly existing under the laws of the State of New Mexico; (2) is duly qualified to do business and is in good standing in the State of New Mexico; (3) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; and (4) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable laws.
- B. Authority. The execution, delivery and performance by Contractor of this Agreement and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions and do not violate any provision of law or any charter, articles of incorporation, organization documents or bylaws of Contractor or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which Contractor is a party or by which it may be bound. Contractor has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- C. Consents. No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of this Agreement, except such as have been obtained and are in full force and effect.
- D. Binding Agreement. Each part of this Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of Contractor, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- E. Compliance with Applicable Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, ordinances, codes and orders materially applicable to the performance and administration of this Agreement.
- F. Litigation. There is no pending or threatened legal, arbitration or governmental actions or proceedings to which Contractor is a party or to which any of its property is subject which, if adversely determined, could have a material adverse effect on its ability to perform its obligations hereunder.

XVIII. DEBARMENT

Contractor certifies and agrees to ensure during the term of this Agreement that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or OBAE.

XIX. FORCE MAJEURE

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

XX. GENERAL PROVISIONS

- A. Applicable Law. This Agreement will be governed and interpreted according to New Mexico law and applicable federal law. Any judicial proceeding concerning this Agreement shall be brought only in the New Mexico First or Second Judicial District Court. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the court as stated herein over any and all such proceedings arising hereunder.
- B. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- C. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, OBAE or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- D. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. This Agreement contemplates the possibility of upgrades or changes to the Services, as well as the possibility of additional sites or service locations, any such changes shall be memorialized in an amendment or other document signed by both Parties.
- E. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- F. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978, §§ 12-8A-1 through 12-8A-3.
- G. Entire Agreement. The Contract Documents comprise the entirety of the binding agreement of the parties. They supersede all prior agreements, representations, and understandings.

WHEREFORE, the Parties' authorized representatives sign this Agreement as follows.

CONTRACTOR

By: Alex Khanin 04/23/2026
Alexander Khanin, Office Manager Date

OFFICE OF BROADBAND ACCESS AND EXPANSION (OBAAE)

Signed by: 
By: 9E75E32E1840434 Date: 4/28/2026
Jeff Lopez, Broadband Director

Approved for financial sufficiency:

Signed by: 
By: 46D77CF4A2004B1 Date: 4/27/2026
Silvia Rodarte, Chief Financial Officer

Approved for legal sufficiency:

Signed by: 
By: 942DF724C8F84A2 Date: 4/28/2026
Cassandra Brulotte, General Counsel

EXHIBIT A: SCOPE OF WORK

I. Introduction

This statement of work (SOW) is for the State of New Mexico Statewide Education Network (SEN) contract award for last mile service. This SOW is based upon the proposal that Contractor submitted in response to the E-rate eligible Request for Quote (RFQ) associated with E-rate Form470 Number 250016572, and subsequent discussions and negotiations between the NM Office of Broadband Access and Expansion (hereinafter referred to as OBAE) and the Service Provider. The scope of this SOW includes providing the SEN with last mile service to participant locations.

II. Technical Requirements

a. Service Interface Capacity

- i. The Service Provider shall provide scalable and flexible last mile transport service from the participant entities to one of the SEN core/aggregation nodes routers as listed in Exhibit B. The Service Provider will not provide extended demarcation(s) at the SEN core location. Connections at the SEN core (Node) will be accomplished through a Network to Network Interface (NNI) that will be cross connected to SEN equipment located in the node suite at the Data Center. For clarity, OBAE will order and implement the necessary cross connect. The Service Provider will provide a Letter of Authority (LOA) to OBAE to facilitate the cross connect. OBAE will provide the Service Provider with the exact location for the SEN core equipment and the individual SEN participants.
- ii. The Service Provider shall provide a schematic drawing and description of the circuit (including any cross connect info) from the SEN Node fiber distribution panel (Meet-Me-Room) to the extended demarc (LIU) at the last mile participant locations.
- iii. The last mile service shall be symmetrical, meaning the same bandwidth capacity for upstream and downstream.
- iv. OBAE will provide the Service Provider with detailed optical interface requirements and specifications.
- v. The interface type and cabling for all last mile circuits shall conform to the specifications listed in the RFP reflected in the table below.

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

b. Participant Nodes

- i. The Service Provider will transparently deliver Layer2 Ethernet traffic across a dedicated Layer2 network.
- ii. The Service Provider network shall allow the SEN to prioritize traffic and shall preserve QoS markings.

c. SEN Addressing

- i. The SEN controls its own IPv6 and IPv4 address space and an Autonomous System Number (AS36858) with www.arin.net.
 - ii. The SEN will allocate its own IPv6 (and/or IPv4) space to interconnect the SEN network/service to the last mile participant network.
 - d. Participant sites
 - i. The Service Provider shall provide circuit connectivity between locations at the specified speeds as listed in **EXHIBIT B**.
 - ii. The SEN will provide the Customer Premise Equipment (CPE) for connecting to the Participant network.
 - iii. The Service Provider shall coordinate and collaborate as necessary with any/all vendors and other parties, as directed by the OBAE personnel to ensure that last mile services are properly configured and supported to connect each participant location to the SEN core/aggregation node.

III. Operational Requirements

- a. Service Management
 - i. The Service Provider shall provide the SEN access to an online reporting system/tool in which OBAE can run reports and track utilization of the last mile services. The reporting system shall include, but not be limited to real-time and historical data, upstream and downstream utilization, and trend statistics, in a way that allows verification of basic circuit(s) condition (up or down & timeframe).
- b. Service Availability
 - i. The Service Provider shall provide last mile services which are resilient and provide the following characteristics:
 1. Last mile service uptime of at least 99.99%.
 2. Provide monthly outage / uptime reports to OBAE.
- c. Operational Support
 - i. The Service Provider shall provide 24×7×365 operational support for SEN trouble reporting of service disruptions, total outages, or partial outages. The Service Provider shall track and manage reported events, and provide the SEN with periodic status updates, commensurate with the severity of impact.
 - ii. The Service Provider shall provide OBAE with a description of processes for engaging operational support services and describe key roles and responsibilities of both parties.
 - iii. The Service Provider shall coordinate and collaborate with SEN administrative, engineering, and operational personnel, including vendor technical support for Last Mile segments, to ensure effective troubleshooting, analysis, and resolution of service impacting issues.
- d. SLAs
 - i. The Service Provider shall provide a description of the performance metrics and thresholds used for reporting on Technical SLAs, such as circuit capacity and service availability.

- ii. The Service Provider shall provide a description of the performance metrics and thresholds used for reporting on Operational Response SLAs, such as initial response time, communication intervals, mean time to repair and/or or resolution.
 - iii. The Service Provider shall describe how the operational response is adjusted based on relative severity of impact, and adjustments to SLAs metrics such as mean time to resolution (MTTR), or event status update intervals.
 - iv. The Service Provider shall provide definitions for operational disruptions such as partial outages or degraded services.
 - e. Service Credits
 - i. The Service Provider shall provide a description of how SLA compliance is tracked and define the thresholds for triggering service credits.
 - ii. The Service Provider shall provide a schedule of service credits and the underlying policies and formulas for their calculation.
 - f. Service Capacity Changes
 - i. Operational Adjustments
 - 1. The SEN is a greenfield network and expects bursty growth during the first years of operation. Surges in growth may be attributed to SEN participant's fiscal calendars, E-Rate funding cycles, and phased expansion plans for the SEN.
 - 2. The Service Provider shall provide the SEN with additional flexibility to adjust service capacity higher or lower during the first two years of operation. This will allow the SEN to accommodate unexpected surges in demand and manage recurring costs in line with trending utilization.
 - ii. Emergency Capacity
 - 1. To support emergency SEN business continuity and disaster recovery needs, the Service Provider, upon thirty (30) days' written notice, shall provide up to twice (double) the current subscribed data transfer capacity for last mile service. The Parties agree that there may be additional costs should emergency capacity be needed.

IV. Project Management and Delivery

- a. Service Provider Personnel
 - i. The Service Provider shall assign an implementation project manager to work directly with OBAE as the Service Provider's primary point of contact. The Project Manager shall be responsible for project planning, implementation, change control, and status reporting. After operational acceptance by OBAE, the Service Provider shall assign a service manager to work directly with OBAE as the Service Provider's primary point of contact. The service manager shall be responsible for supporting OBAE, responding to OBAE concerns, providing advocacy on behalf of OBAE or facilitating escalation within the Service Provider if necessary.
- b. Project Timeline
 - i. The Service Provider shall produce a project timeline for last mile service delivery to OBAE to support the connection of the schools site to the SEN node by July 1, 2025 or as soon as feasible thereafter. The Service Provider project timeline shall include all necessary

milestones, tasks, resources, and assignments to ensure timely completion. This shall include any dependencies on OBAE resources, procurement items, or activities.

c. Site Surveys

- i. The Service Provider shall coordinate any site visits as necessary with OBAE and the participant school, for confirmation of planned or existing infrastructure. It shall be the responsibility of the Service Provider to determine the method and materials required to extend the demarc to the SEN core node and SEN participant nodes.
- ii. Acceptance Testing
 1. The Service Provider shall develop and present an operational readiness test plan (ORT) for OBAE review and approval. The Service Provider shall conduct the ORT with OBAE to demonstrate and validate all provisioned and configured services and support mechanisms.

EXHIBIT B: PROJECT BUDGET/PRICING

A Site (School Name)	Monte Del Sol 4157 Walking Rain Rd Santa Fe, 87507 35.62476804939447, -106.01012183108854
Z Site (SEN Node)	REDINet's Santa Fe Rodeo Grounds POP Fiber Hut 3231 Rodeo Rd Santa Fe, NM 87507 35.640355, -105.993995
Bandwidth	10Gbps
Non-Recuring Cost (NRC)	
Monthly-Recuring Cost (MRC)	\$1,200.00
Term (Months)	36
MRC Term Total Cost	\$43,200.00
Total Cost (MRC+NRC)	\$43,200.00
Estimated Taxes	\$10,244.16
Total Amount Inc. Est. Taxes	\$53,444.16

Exhibit C - GLOSSARY OF TECHNICAL TERMS

This section contains definitions of terms used throughout the Agreement

- 1 **AS** An Autonomous System (AS) is a collection of connected networks that presents a common and clearly defined routing policy to the Internet. AS Number 36858 is the Autonomous System for the New Mexico Transport/Statewide Education Network.
- 2 **Availability** means the degree to which a system, subsystem, or equipment, is operable and in a committable state at the start of a mission, when the mission is called for at a random time. It is a probabilistic measure of the length of time a system or network is functioning. Generally calculated as a percentage, e.g., 99.9% (referred to as 3 nines up time) or greater. See also MTTR.
- 3 **Carrier class switch** Network switch designed for extreme reliability, fault recovery and scalability, to meet the needs of critical network infrastructure.
- 4 **Consortium** means a group of school districts, charter schools or any other eligible entities / participants under the organizational and financial lead of OBAE.
- 5 **CPE** Customer Premise Equipment is the equipment located at a SEN participant site that connects the participant’s network to the service provider’s network.
- 6 **Cross Connect** means a direct, physical connection between two networks within the same facility.
- 7 **DAC** Direct Attached Cables are copper cable assemblies terminated with transceiver housing on each end.
- 8 **Degradation** means a deterioration in quality, level, or standard of performance of a functional unit or service.
- 9 **Demarc** means the physical location where a service provider’s network interface and the SEN customer’s premise equipment (CPE) connect.
- 10 **District** means a school district within the State of New Mexico.
- 11 **E-rate** is the Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). E-rate provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.
- 12 **E-rate Form 470** means the first form that must be filed by a consortium, school or library in the E-rate application process. The FCC Form 470 is the “Description of Services Request and Certification Form”.
- 13 **Ethernet** A family of computer networking technologies commonly used to interconnect local area networks (LANs) and wide area networks (WANs) to each other and to the Internet using a common protocol.

- 14 **Gbps** Gigabits per second or one billion (1,000,000,000) bits per second.
- 15 **Greenfield Network** A telecommunications network built from scratch, with no constraints from existing systems and without prior established measurements of functionality, requiring ongoing calibration and adjustments at the beginning of operations.
- 16 **Initial Response Time** A measure of the number of minutes, hours, or days that elapse between when a case is submitted, and a vendor responds.
- 17 **IPv4 & IPv6** Internet Protocol (version 4 or version 6) address is a unique numerical identifier (32-bit or 128-bit respectively) assigned for routing within a network or across the Internet.
- 18 **Internet Service Provider or Service Provider** A company with the equipment, organization and know-how to provide access to the internet or data transport and other related services.
- 19 **Latency** The round-trip delay time in sending a packet from source to destination and from destination back to its source, often measured in milliseconds.
- 20 **Layer 2** In the seven-layer OSI model of computer networking, the data link layer is layer 2. The data link layer provides the functional and procedural means to transfer data.
- 21 **Light Interface Unit (LIU)** A component of the fiber optic network that houses, protect and organizes the terminations of fiber optic cables. Also known as “fiber patch panel”.
- 22 **Last Mile Transport** The final leg of the network that deliver connectivity between a SEN Node and the SEN participant location. Also known as “Local Loop”.
- 23 **Letter of Authorization** An official document from a service provider that includes information regarding where and when a circuit is to be terminated and/or reassigned to the SEN.
- 24 **Mbps** Megabits per second or one million (1,000,000) bits per second.
- 25 **Meet-Me-Room** A secure space within a data center where Internet Service Providers and other network operators can physically connect their equipment and exchange data.
- 26 **MTTR** Mean Time to Resolve. It is the total corrective maintenance time divided by the total number of corrective maintenance actions during a given period. See also Availability.
- 27 **Network to Network Interface (NNI)** A physical or virtual connection between the Internet Service Provider and the SEN networks, allowing seamless communication regardless of the underlying protocols used.
- 28 **OBAE** means Office of Broadband Access and Expansion
- 29 **ORT** The Operational Readiness Test (ORT) plan is a detailed plan outlining the benchmarks, performance criteria and standards used to verify the full functionality and performance for the service provided before going live.

- 30 **Outage** means a telecommunications system service condition in which a user is completely deprived of service by the system.
- 31 **Participants** means a public school or other eligible entity, as determined by OBAE, that can connect to the SEN for accessing the Internet and other services.
- 32 **Reliability (MTBF)** means capacity of the network to offer the same services, even during a failure. MTBF is Mean Time Between Failures. It is an indicator of expected system reliability calculated on a statistical basis from the known failure rates of various components of the system. Note: MTBF is usually expressed in hours.
- 33 **Scalable service** Means a service that can easily and timely be increased as the demand grows.
- 34 **SEN** Statewide Education Network (SEN) is a statewide education technology infrastructure optical network that integrates regional hub locations for network services to school districts throughout the State, by connecting participants' networks to the internet and additional SEN services.
- 35 **SEN Node** means a neutral regional telecom space providing security and secure access, redundant power and adequate cooling, where the SEN equipment and Internet Service Providers' equipment can safely operate and interconnect.
- 36 **Service Capacity** The maximum amount of data a network can handle at any given time, measured in bits per second (bps) or similar units (Mbps, Gbps...).
- 37 **SFP, SFP+, QSFP28** SFP or Small Form-factor Pluggable is a compact network interface module used for telecommunications and data communications applications, usually involving fiber optic (Optical). SFP+ stands for enhanced Small Form-factor Pluggable. QSFP28 stands for Quad Small Form-factor Pluggable 28, a transceiver suitable for 100 Gigabit capacity.
- 38 **SLA** Service Level Agreement defines performance standards and the level of service expected / delivered, including important metrics such as uptime, response time etc... as well as consequences for failing to meet the standards.
- 39 **Special Construction** means construction of network facilities, design, engineering, and construction project management. As defined by the FCC, it is to include construction of network facilities, design, engineering, and construction project management.
- 40 **Time to Resolution/Repair** means the time to resolve a failure fully and permanently.
- 41 **Transceiver (SFP, SFP+, QSFP28)** A device that combines a transmitter and a receiver in a single unit. SFP or Small Form-factor Pluggable is a compact network interface module used for telecommunications and data communications applications, usually involving fiber optic (Optical).
- 42 **UPS** Uninterruptable Power Supply is a rechargeable battery that stores and provides backup power to connected devices during a power outage.

Exhibit D- Request For Quote (E-rate Form 470)



FCC Form 470 – Funding Year 2025

Form 470 Application Number: 250016572
 Backbone and Last Mile Transport - FY 2025 - NM SEN

Billed Entity

New Mexico Statewide Education Network
 1312 Basehart Rd. SE, Suite 200 Albuquerque, NM
 87106 Bernalillo
 505-843-6272

Contact Information

Paulo Pedreschi
 paulo.pedreschi@connect.nm.gov
 505-795-4969

Billed Entity Number: 17029841
FCC Registration Number: 0021526801

Number of Eligible Entities: 14

Application Type

Applicant Type: Consortium

Statewide State:

NM

Recipients of Services: Academic; Adult Education; BIE; Bookmobile; Charter School; Detention Center; Dormitory; ESA School; General-Use School; Head Start; Juvenile Justice; Kiosk; Main Branch; New Construction Library; New Construction School; Pre-K; Research; State Library Agency - Library; Swing Space; Tribal College/University Library (for public use); Tribal Library; Tribal School

Statewide Application Represents:

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
E-Rate Central	16060891	516-801-7800	info@e-ratecentral.com

Consultants

Name	Phone Number	Email
Andrew Eisley	516-801-7821	aeisley@e-ratecentral.com
Brandi Crubaugh	516-801-7848	bcrubaugh@e-ratecentral.com
Jennifer Williams	516-801-7845	jwilliams@e-ratecentral.com
Michael Ginzburg	516-801-7886	mginzburg@e-ratecentral.com

Name	Phone Number	Email
William Weippert	516-801-7883	wweippert@centraled.com

RFPS

ID	Name
206927	2025 E Rate Last Mile SEN SOW Final
206928	SEN Template
206929	2025 E Rate SEN Bridge Circuits Instructions Final
206930	2025 E Rate Last Mile Cost Table Appendix A

Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Data Transmission and/or Internet Access	Standalone Data Transmission Service		1 Gbps	25 Gbps	11	11	Each	Yes	206927, 206928, 206929, 206930
Data Transmission and/or Internet Access	Standalone Data Transmission Service		25 Gbps	100 Gbps	1	4	Each	Yes	206927, 206928, 206929, 206930
Data Transmission and/or Internet Access	Standalone Data Transmission Service		10 Gbps	100 Gbps	2	2	Each	Yes	206927, 206928, 206929, 206930

Description of Other Functions

ID	Name

Narrative
See the attached document.

Category Two Service Requests

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs

Description of Other Manufacturers

ID	Name
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Narrative

Technical Contact

State and Local Procurement Restrictions

See attached document.

Billed Entities

Billed Entity Number	Billed Entity Name
17029841	New Mexico Statewide Education Network

Certifications

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

I certify that the applicant includes libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and, except for the limited case of Tribal colleges or universities, have budgets that are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and

Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Richard Govea
New Mexico Statewide Education Network
1312 Basehart Rd. SE, Suite 200 Albuquerque, NM 87106 Bernalillo
505-629-7667

Certified Timestamp

02/26/2025 05:49 PM EST

Exhibit E- Lumen Services Attachment

Exhibit E**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT
INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT**

1. General; Definitions. CenturyLink QC ("CenturyLink") will provide and Customer will purchase CenturyLink interstate Optical Wavelength Service ("Optical Wavelength Service" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), the ISG, and at the locations specified on the pricing attachment. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77412 and to the online service level agreement ("SLA") located at <https://www.qwest.centurylink.com/legal/sla.html>, which is subject to change.

2. Service.**2.1 Description.**

(a) Optical Wavelength Service is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing ("DWDM") technology with 24/7 proactive network monitoring and competitive SLA. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. Optical Wavelength Service supports industry-standard protocols such as SONET, Ethernet, and Storage Area Network ("SAN") on a circuit-by-circuit basis.

(b) CenturyLink will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to special Construction, CenturyLink will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by CenturyLink) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the Service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of CenturyLink or its assignee, and nothing contained in this Service Exhibit will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

(c) CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year.

2.2 Changes. CenturyLink will provide the following types of changes to Service or additions of new Service under the terms and conditions of the ISG if the Service is available at the speed(s) and location(s) requested:

(a) Additions of new Service. Additional Optical Wavelength Service circuits will be handled on a pricing attachment added under this Service Exhibit via amendment. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and Construction charges.

(b) Moves. Customer may move an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits within the Qwest 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. In the event of a move of a Customer premises, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved Service. Moves will be handled on a pricing attachment added under this Service Exhibit via amendment. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Minimum Service Period.

(c) Upgrades. Customer may upgrade an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits to a higher bandwidth capacity. In such event, a new Service Term and Minimum Service Period for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. All then-current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be handled on a pricing attachment added under this Service Exhibit via amendment.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Optical Wavelength Service circuit ordered, including moves, upgrades, and renewals, will have its own Minimum Service Period (as defined in the Agreement) and "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue on a month-to-month basis under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month ISG rates.

3.2 Termination. This Service Exhibit can only be terminated if all Service under it has been terminated.

(a) Either party may terminate Service ordered under this Service Exhibit in accordance with the Agreement and ISG. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by CenturyLink for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) If the termination occurs during the Minimum Service Period (i.e., during the first 12 months of Service), Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term after the Minimum Service Period.

Exhibit E

**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES
AGREEMENT INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT**

- (ii) If the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.
 - (b) Service will no longer be subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.
- 4. Charges.** Current Rates for Service are set forth in the pricing attachment. At the conclusion of the Service Term, the Service will continue to be subject to the Agreement and this Service Exhibit and the Rates will revert to the then-current month-to-month ISG Rates, unless Service is renewed for a new Service Term on a pricing attachment via amendment. If Service is renewed for a new Service Term on a pricing attachment via amendment, the Rates will be those in effect at the time the Service is renewed, as evidenced by CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink ISG interstate charges.

Certificate Of Completion

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 Subject: Complete with DocuSign: SEN-26-026 Lumen Technologies, Inc. (Monte del Sol)
 Source Envelope:
 Document Pages: 31
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed
 Envelope Originator:
 Lucy Vigil Rendon
 11493 Sunset Hills Road
 Reston, VA 20190
 Lucy.Vigil-Rendon@doit.nm.gov
 IP Address: 164.64.125.149

Record Tracking

Status: Original
 4/24/2026 11:58:43 AM
 Security Appliance Status: Connected
 Holder: Lucy Vigil Rendon
 Lucy.Vigil-Rendon@doit.nm.gov
 Pool: StateLocal
 Location: DocuSign

Signer Events

Jeff.Lopez
 Jeff.Lopez@connect.nm.gov
 Director, NM OBAAE
 New Mexico Office of Broadband Access and
 Expansion
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/23/2025 4:31:45 PM
 ID: 82081d55-84c5-4dff-856d-5bd845c6b586

Kelly O'Neill
 kelly.oneill@connect.nm.gov
 Delegate Of: Cassandra Brulotte
 Cassandra.Brulotte@connect.nm.gov
 Security Level: Email, Account Authentication
 (None), Login with SSO


Electronic Record and Signature Disclosure:
 Accepted: 1/22/2025 8:14:43 AM
 ID: 756332fe-b86d-4086-92e0-c4fb9814b80c

Lucy Vigil Rendon
 lucy.vigil-rendon@doit.nm.gov
 Chief Procurement Officer
 DoIT
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/16/2024 1:30:05 PM
 ID: caade346-f504-440d-bb7b-ef92b3538d27

Silvia O. Rodarte
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 Chief Financial Officer
 Security Level: Email, Account Authentication
 (None)

Signature

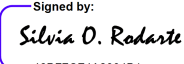
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 Using IP Address: 164.64.125.163

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 Signature Adoption: Pre-selected Style
 Using IP Address:
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Timestamp

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 Viewed: 4/24/2026 4:17:27 PM
 Signed: 4/28/2026 7:57:44 AM

Sent: 4/24/2026 12:01:36 PM
 Resent: 4/28/2026 10:37:47 AM
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 Viewed: 4/28/2026 10:38:57 AM
 Signed: 4/28/2026 10:39:19 AM

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/27/2026 9:52:21 PM
Signing Complete	Security Checked	4/27/2026 9:52:35 PM
Completed	Security Checked	4/28/2026 10:39:19 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico Department of Information Technology (DoIT), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for DoIT's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by DoIT. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want DoIT to send you paper copies of any such documents from DoIT's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from DoIT by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from DoIT electronically, you may at any time change your mind and inform DoIT you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform DoIT of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which DoIT will be able to complete certain steps in specific transactions and deliver paper copies to you. DoIT will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until DoIT receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform DoIT otherwise according to these procedures, DoIT will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, DoIT prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to DoIT. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform DoIT according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact DoIT:

You may inform DoIT of any changes you select regarding SONM's electronic communications with you, to request paper copies of certain information from DoIT, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to DoIT at: esig.withdraw@state.nm.us

G. To advise DoIT of your new email address

To inform DoIT of a change in the email address to which DoIT sends you notices and disclosures electronically, you must send an email to DoIT at esig.change@state.nm.us and in the body of such request you must include your previous and new email addresses.

If you have already created a SONM DocuSign account, you may update your new email address and other preferences within the DocuSign system by updating your SONM DocuSign account preferences.

H. To request paper copies from DoIT

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or DoIT have previously provided to you, you must send an email to DoIT at esig.copy@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. DoIT will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with DoIT

To inform DoIT that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send DoIT an email to esig.withdraw@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or DoIT exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify DoIT as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DoIT during the course of your electronic signature relationship with SONM.