



State of New Mexico
Public School Facilities Authority
REQUEST FOR PROPOSALS (RFP)
Jemez Pueblo Tribal Consortium

RFP#

E-rate-2016_10

Released: 4/1/2016

REVISED: 5/26/2016

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

July 1, 2016 at 10am

Hand or Carrier Delivery:

**Kimball Sekaquaptewa
Santa Fe Indian School
Administration Building
1501 Cerrillos Road
Santa Fe, NM 87502**

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

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INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive procurement for the Jemez Pueblo Tribal Consortium (herein-after referred to as “Consortium”).

We are seeking four options for bids. Offerors may bid one, two, three, or all four options. The first option is a fully managed, lit fiber Internet Access service to the specified site(s). The second option is for a leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and operations. The third option is for a dark fiber IRU solution that includes special construction, the IRU fee, fiber maintenance, and operations. The fourth option is for Consortium owned fiber construction to the designated locations and includes special construction, fiber maintenance and operations. Leased dark fiber, IRU, and Consortium owned fiber solutions include fiber construction from the specified site to the co-location facility where Internet Services will be purchased as a part of this RFP.

All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the bids and both a short term and long term cost effectiveness analysis, the consortium will determine which, if any, of the lit service, leased dark fiber, IRU, Consortium owned fiber construction or some combination of solutions is acceptable.

In an effort to provide all NM K-12 public schools, including charter schools, with scalable infrastructure, the State of New Mexico Public School Capital Outlay Council’s (PSCOC) Broadband Deficiencies Correction Program (BDCP), which is currently managed by the Public School Facilities Authority (PSFA), is assisting public school districts with the procurement of E-rate eligible Special Fiber Construction Projects. During this process, the State of New Mexico Public Education Department (PED) will submit 470 E-rate forms on behalf of the schools soliciting proposals for fiber based circuits. Individual schools will lead the procurement process under the advisement of project partners (PED, State of New Mexico Department of Information Technology (DoIT), Education Superhighway (ESH), and PSFA).

B. BACKGROUND INFORMATION

The Jemez Pueblo Tribal Consortium is comprised of five tribal entities: The Jemez Pueblo Tribal Library, Walatowa Charter High School, San Diego Riverside Charter School, as well as the Bureau of Indian Education Jemez Day School, T’siya Pueblo Elementary School, and the Pueblo of Zia Tribal Library. Given the dearth of home computers and affordable home Internet, the tribal schools and libraries serve as important locations for computing and Internet access. These community ‘hubs’, however, are also challenged to acquire sufficient broadband Internet services. Currently, the three Jemez schools are served two DSL lines each The T’siya Elementary School is served by one T1. The Jemez tribal library is connected by one DSL line.

Given the important role that these tribal entities serve in the community, seeking fiber solutions is imperative. It is expected that with fiber-based broadband increase the capacity of the school and library to provide services and the use of the Internet will steadily grow. We expect new

opportunities to emerge, including the use of video-conferencing for distance learning applications for all levels of education from K12 to GED Prep or Food Handler Courses to Associates, Bachelor's or even professional degrees. We expect high-density use of the wireless network and require broadband Internet services that can support robust two-way video conferencing applications.

C. LOCATIONS

(35.612492, -106.72475) **Jemez Pueblo Community Library**, BEN: 163544
20 Mission Rd, Jemez Pueblo, NM 87024 to the Albuquerque GigaPop at 505 Marquette NW, Albuquerque, NM 87102 (35° 5'20.37"N, 106°39'10.30"W).

(35.609950, -106.730723) **Jemez Day School**, BEN: 98919
243 Day School Road, Jemez Pueblo, NM 87024 to the Albuquerque GigaPop at 505 Marquette NW, Albuquerque, NM 87102 (35° 5'20.37"N, 106°39'10.30"W).

(35.612492, -106.72475) **San Diego Riverside Charter School**, BEN: 98918
504 Mission Rd, Jemez Pueblo, NM 87024 to the Albuquerque GigaPop at 505 Marquette NW, Albuquerque, NM 87102 (35° 5'20.37"N, 106°39'10.30"W).

(35.619525, -106.726135) **Walatowa Charter High School**, BEN: 16032225
506 Mission Rd, Jemez Pueblo, NM 87024 to the Albuquerque GigaPop at 505 Marquette NW, Albuquerque, NM 87102 (35° 5'20.37"N, 106°39'10.30"W).

(35°30'25.36"N, 106°43'13.28"W) **T'siya Pueblo Elementary School**, BEN: 98959
1000 Borrego Canyon Road Zia Pueblo, NM 87053 to the Albuquerque GigaPop at 505 Marquette NW, Albuquerque, NM 87102 (35° 5'20.37"N, 106°39'10.30"W).

(35°29'54.61"N, 106°43'46.29"W) **Pueblo of Zia Tribal Library**, BEN: 17008359
135 Capitol Sq. Dr. NE Zia Pueblo, NM 87053 to the Albuquerque GigaPop at 505 Marquette NW, Albuquerque, NM 87102 (35° 5'20.37"N, 106°39'10.30"W).

The Jemez Pueblo is approximately 53 Miles from the Albuquerque GigaPop. Zia Pueblo is approximately 38 miles from the Albuquerque GigaPop.

In each location, Offeror must run infrastructure or service to an existing network closet designated by Consortium, identified by "Location" field on the "Addresses" worksheet of attached pricing spreadsheet or by site walk-through.

D. STANDARD, QUALIFICATIONS & REQUIREMENTS

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

Contractor shall have an established and proven ability to provide and ensure:

- All work shall be performed by qualified personnel (*qualified by applicable education and experience*) that have current and valid professional certifications/licenses.
- All personnel maintain the necessary and required certifications/licenses and Standard specific to the services provided, in accordance with all applicable Industry requirements, Federal, NM State, and local rules, regulations and laws,
- All services are provided under the supervision of experienced and qualified professionals.
- All reports bear technical certifications when appropriate.
- All personnel who visit a public school/district site for installation or services must have proof of passing a designated, applicable State/School District Background Investigation/Check.
- Have a valid SLD Service Provider Identification Number [SPIN] and never have been suspended or debarred from the E-Rate program.
- Have a valid FCC Registration Number.
 - Vendors of telecommunications services must be eligible telecommunications providers (“common carriers”) as defined by the SLD.
 - Have up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD.
 - Be a manufacturer authorized provider of the proposed equipment. (*For example, if Cisco equipment is being recommended, provider might show evidence of being a Cisco network partner.*)
 - Provide evidence of successful performance in the installation of the recommended brands of switches, routers, Internet servers, and similar equipment, within the K-12 marketplace during the last 3 years.
 - Have on staff a MCSE + Internet Engineer for any Windows Server projects.
 - Have Apple-certified staff for any Mac Server installation projects.
 - Have staff certified for RCDD / Low Voltage for any cabling projects.
 - Certified Drug Free Workplace.
 - Have all engineers and installers bonded and liability insured.
 - Furnish documentation of all certifications listed herein.
- Provide documentation of prior experience successfully implementing comparably SLD-funded E-Rate projects.
- Suitably qualified engineers must be available to field supervise all installation work. (*For example, Vendors of Cisco equipment must provide a Cisco CCNP/ CCIE. Cabling Vendors must provide an RCDD to field supervise the installation work on this project.*)
- Ability to provide clear and detailed (per site per service line item charges) electronic billing statements as well as paper statements.

E. PROCUREMENT MANAGER

1. The Consortium 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: Kimball Sekaquaptewa, Procurement Manager
 Address: 1505 Cerrillos Rd., Santa Fe, NM 87502

Telephone: (505) 989-6386
Fax: (505) 989-6319
Email: kimball@sfis.k12.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Kimball Sekaquaptewa c/o Santa Fe Indian School

Reference RFP Name: E-rate-2016_10

Address: **Hand or Carrier Delivery:**

Kimball Sekaquaptewa
Santa Fe Indian School
Administration Building
1501 Cerrillos Road
Santa Fe, NM 87502

Mail Delivery:

Kimball Sekaquaptewa
Santa Fe Indian School
P.O. Box 5340
Santa Fe, NM 87505

3. **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.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Adequacy Planning Guide**” is the companion document to the Public School Capital Outlay Council Statewide Adequacy Standard (6.27.30 NMAC) provided by the state of New Mexico for use in the programming and design of new projects to meet adequacy (document available at www.nmpsfa.org).

“**Agreement**” is the contract between the Consortium and the Contractor that includes the RFP documents and all amendments to the contract and RFP documents.

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

“**Award**” means the final execution of the contract document.

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

“CIMS” is PSFA’s internet/web based Construction Information Management System.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“Contractor” means any business having a contract with a School, Library, District, State Agency or local public body.

“Consortium” means the entities included in the E-rate consortium per Letter of Agency

“Design Professional” is the entity defined in the “State of New Mexico Public School Facilities Authority General Conditions of the Agreement between the Owner and the Design Professional”, 2010 Edition, Version 3.1, Part B, and providing services under that agreement for the project(s) as architect/engineer.

“Desirable” the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“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.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee (*Selection Committee*)” means a body appointed to perform the evaluation of Offerors’ proposals.

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

“**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.

“**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.

“**IT**” means Information Technology.

“**Offeror**” is any person, corp., or partnership who chooses to submit a proposal in response to this RFP.

“**Owner**” are the Consortium Entities.

“**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 will result in the rejection of the Offeror’s proposal.

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

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

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

“**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 District or a local body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“**Primary Contractor**” is the contractor whose proposal is determined to be the most responsive, responsible offer in proposing to perform work.

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

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

“**Public School Facilities Authority (PSFA)**” is a State Agency, under the Public School Capital Outlay Council (PSCOC) charged with responsibility for overseeing projects and may/shall, in certain instances, serve as the owner’s representative for work performed under this RFP.

“Public School Capital Outlay Council (PSCOC)” is the body with responsibility to approve allocations for public school capital outlay assistance.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

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

“Responsive Offer” or 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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

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

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

“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.

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

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

“**User**” means the school staff occupying the facility or facilities, for which a project(s) is being designed, repaired, renovated or corrected.

“**User Contact**” is the person designated to speak on behalf of the Consortium concerning the scope of work and programming requirements for the project(s).

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

The terms “**must,**” “**shall,**” “**will,**” “**is required,**” or “**are required**” identify *a necessary* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.

The terms “**can,**” “**may,**” “**should,**” “**preferably,**” or “**prefers**” identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors proposal. *Rejection of the proposal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.*

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Consortium	April 1, 2016
3. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>July 1, 2016</i>
4. Contract Awards	Consortium/ Finalist Offerors	July 1, 2016
5. File 471 – At latest		July 21, 2016

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Jemez Pueblo Tribal Consortium on April 1, 2016.

2. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **10:00 AM MOUNTAIN DATE TIME (MDT)** ON July 1, 2016. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Jemez Pueblo Tribal Consortium. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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 Consortium signature on the contract(s) resulting from the procurement has been obtained.

3. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Consortium Procurement Officer/Office will award as per the schedule in Section II.

A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Consortium Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and Jemez Pueblo Tribal Consortium taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

5. E-Rate Filing

Once the contract has been negotiated and signed, the E-Rate Form 471 form will be completed on, or as close to April 29, 2016.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for 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 the Consortium which may derive from this RFP. The Consortium 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 Consortium 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. The Consortium 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.

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. No Obligation

This RFP in no manner obligates the Consortium, 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.

9. Termination

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

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist, PFSA does not approve the project, and/or E-rate reimbursement is not approved. Such terminations will be effected by sending written notice to the contractor. The Consortium's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

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

In the event Offeror's forms or parts of forms are included as an attachment, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Offeror's forms regardless of any statement to the contrary in an Offeror's form(s) or proposal. Notwithstanding the preceding sentence, the Consortium reserves the right to consider the Offeror's additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Consultant in response to this RFP. Unless the Consortium specifically agrees in an

express written amendment of this solicitation, terms and conditions on Offeror's forms shall be of no effect.

12. Basis for Proposal

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

13. 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 Consortium.

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

14. 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 Consortium and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

15. 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 NMSA 1978, § 13-1-83 and 13-1-85.

16. Right to Waive Minor Irregularities

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

17. Change in Contractor Representatives

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

18. Notice of Penalties

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

19. Consortium Rights

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

20. Cost Adjustments

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

21. Right to Publish

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

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Consortium.

23. Indemnification

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

24. 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 Consortium.

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 Consortium's written permission.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

26. 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 Consortium, the Offeror acknowledges that the version maintained by the Consortium shall govern.

27. 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
<http://www.insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Attachment D, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

29. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Attachment E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

30. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

31. Tribal and Veterans Preference

A. Native American Owned-Business

If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe.

B. New Mexico Resident Veterans Business Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their 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>.

32. Bonding of subcontractors

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

33. Public Works Act

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

34. Davis-Bacon Act

Any contract resulting from this RFP will comply with the labor provisions of the Davis-Bacon Act regarding wages, payments, payrolls, and basic records.

35. Copeland Act

Any contract resulting from this RFP will comply with Copeland Act.

36. Buy American Act

Any contract resulting from this RFP will comply with Buy American Act.

37. Safety Requirements

Any contract resulting from this RFP will comply with the Occupational Safety and Health Standards (OSHA).

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

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

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL HARD COPY, and one (1) electronic copy (USB Jump Drive) of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
2. **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy (USB Jump Drive) of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

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

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

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

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

1. Proposal Content and Organization

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

General RFP Submittal Guidelines

- a. Non-conforming RFP submittals may be rejected. Please read all instructions carefully.
- b. Comply with requirements of Section II.C

Non-Conforming Proposal

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

Proposal Signature:

Proposal shall include the complete mailing address of the Offeror and shall be signed by an authorized representative of the Offeror by original signature with the signer's name and legal title typed below the signature line. Each proposal shall include the Offeror's Federal Employer's Identification Number or Social Security Number as applicable.

Amendments:

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

The number of pages for Proposal materials *excluding mandatory pages such as the Letter of Transmittal, Table of Contents, and Attachments*, shall not exceed thirty-five (35) pages.

Technical Proposal (Binder/Volume 1):

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Organizational Experience
- D. Response to Specifications: One or more proposals: Lit, Leased Dark Fiber, IRU, Self-Provisioned (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
 1. Mandatory Specification
 2. Desirable Specification
 3. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 4. Performance/Payment Surety Bond
 5. Signed Campaign Contribution Form
 6. Native American or NM Veteran Preferences (If applicable)

E. Attachments:

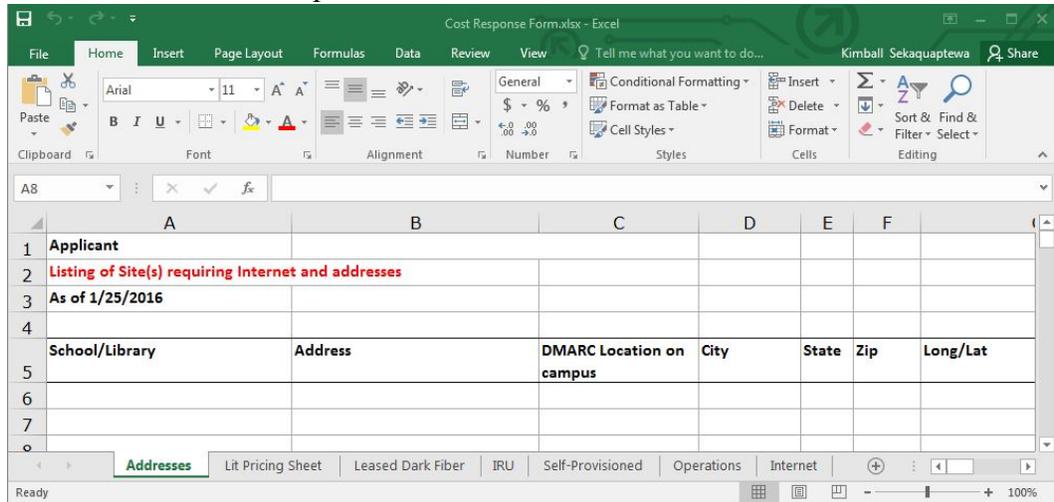
- Attachment A – STATE of NM W-9, Mandatory
- Attachment B – Campaign Disclosure Form, Mandatory
- Attachment C – Letter of Transmittal Form
- Attachment D - Acknowledgment of Receipt of Amendments, Mandatory

Cost Proposal (Binder/Volume 2):

A. Completed Cost Response Form

The Cost Response Form is an Excel spreadsheet that includes tabs for all four options. Additional tabs are provided for Operations and Internet, where necessary. The digital version will be distributed the Pre-Proposal Conference and/or can be requested from the Procurement Manager.

Screen Shot of Cost Proposal Form



B. Schedule of Additional Services/Fees:

Per Diem

This represents the maximum allowable per day rate paid to the Contractor who have to stay overnight or weekly while working on a project. Offerors shall be paid Per Diem per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978, and the New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. (*Applicable only if the total mileage to the project site exceeds 85 Driving Miles from the Mobilization Base, and if the contractor’s staff stays overnight. - Reference Attachment G for additional clarification.*)

Mileage Rate

This represents the per mile rate paid to the Contractor when a company/individual owned vehicle is used for transportation to the project site from the Contractor’s home office, outside a 85 Driving mile to the project. Offerors shall be paid mileage per the Federal Per Diem Rate. (*Applicable only if the total mileage to the project site exceeds 85 Driving Miles from the Mobilization Base.*)

Transportation - Vehicle Rental

The Offeror may, at their own discretion, choose to markup vehicle rental fees when approved, as applicable. This represents the cost for providing public transportation and/or vehicle rentals, if approved, to travel to and from a project site. Offerors are to indicate the percentage of mark-up/overhead/processing costs to be added to the actual expense incurred by the Offeror to provide this type of transportation.

Reimbursable Expenses

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

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

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

Limitation for Mileage, Overtime

In preparing a proposal for a project, mileage and per diem may be added if the location of the project is more than 85 driving miles (for Per Diem), and 85 driving mile (for Mileage) from the mobilization base of the staff assigned to a project - If overtime is required to meet the project's timelines, the additional costs must be clearly identified and must be approved by the Consortium.

Separate Line Items to be shown

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

IV. SPECIFICATIONS

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

A. DETAILED SCOPE OF WORK

We are seeking four options for bids. Offerors may bid one, two, three, or all four options. The first option is a fully managed, lit fiber Internet Access service to the specified site(s). The second option is for a leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and operations. The third option is for a dark fiber IRU solution that includes special construction, the IRU fee, fiber maintenance, and operations. The fourth option is for entity owned fiber construction to the designated locations and includes special construction, fiber maintenance and operations. Leased dark fiber, IRU, and entity owned fiber solutions include fiber construction from the specified site to the co-location facility where Internet Services will be purchased as a part of this RFP.

B. TECHNICAL SPECIFICATIONS

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

1. Organizational Experience

Offerors must submit a description of relevant corporate experience. The Offeror should describe experience operating and maintaining fiber networks and any relevant experience in dealing with tribal organizations especially tribally run schools and libraries.

2. Tribal References

Offerors must submit a list of up to three tribes, tribal organization, tribal school, or tribal library clients they currently serve along with contact information for reference purposes.

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

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

3. Mandatory Specification

The requirements for each bidding options follow:

Lit Service:

Each consortium site must have dedicated Lit Internet Access bandwidth throughput (upload and download) at a minimum of 100 Mbps with Service Level Agreement (SLA) guarantees to the specified site. The solution must be scalable from 100 Mbps to 200Mbps, 300Mbps, 500Mbps, and 1Gbps without requiring any additional one-time capital costs. All Offerors must be capable of providing telecommunication services under the Universal Service Support Mechanism.

Fiber as the last-mile solution is preferred over any other physical infrastructure.

Lit Service Price Proposal

The “Lit Pricing Sheet” worksheet in the attached spreadsheet includes columns for Offeror to provide pricing for symmetrical [100 Mbps, 200M, 300M, 500M, and 1G] bandwidth. Price quotes are requested for 36 month and 60 month terms of service. Prices should be all inclusive. All inclusive in this case means, including all special construction or non-recurring costs (NRC) (see description in later section) required by the vendor to commence service and all monthly recurring costs (MRC) should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

Additional Description

Each lit service response must also include description of proposal, SLA, timeline, network diagram, and demarcation.

Leased Dark Fiber (Reference Attachment E Design Specifications):

As an alternative, Offerors can quote a leased dark fiber network solution up to four strands from the consortium sites to the co-location facility described in the Locations section.

Lease Price Proposal

Each Offeror is required to complete the pricing matrix appended as the “Leased Dark Fiber” worksheet in the spreadsheet accompanying this RFP. Offerors are encouraged to separate special construction charges as defined by E-rate eligibility rules. Preference will be given to proposals that offer pricing with most of the costs being paid up-front and minimal MRC and annual maintenance costs.

Additional Description

Each leased dark fiber response must also include description of proposal, description of maintenance, SLA, timeline, network diagram, and demarcation. Equipment, Installation, and Operations and/or Internet Access Services can be bid “bundled” with a leased dark fiber bid, or as stand alone bids and must be described as such.

IRU of Fiber (Reference Attachment E Design Specifications)

As an alternative, Offerors can quote a 20-year indefeasible right to use (IRU) price for up to four strands of fiber between the specified site and co-location facility described in the Locations section.

IRU Price Proposal

The consortium is interested in IRU-type pricing with a one-time capital cost payment for the 20 Year IRU combined with “all-in” recurring payments for maintenance costs for the entire length of the IRU.

Each Offeror is required to complete the pricing matrix appended as the “IRU” worksheet in the spreadsheet accompanying to this RFP. Offerors are encouraged to separate special construction charges as defined by E-rate eligibility rules. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

If special construction charges are requested by the vendor for the fiber proposed to be IRU'd, the Consortium expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

Each IRU response must also include description of proposal, maintenance, SLA, timeline, network diagram, and demarcation. Equipment, Installation, and Operations and/or Internet Access Services can be bid “bundled” with an IRU bid, or as stand alone services and must be described as such.

Self-Provisioned Fiber Construction (Reference Attachment E Design Specifications)

As a fourth alternative, the Consortium requests that Offerors propose design and pricing for a self-provisioned new build of fiber to the specified site from the co-location facility as described in the Locations section. Twelve (12) strands (6 pair) of single-mode new build fiber are requested to each location.

Offerors are requested to provide a proposal for a library or school owned fiber network based on a special construction project. New eligible fiber special construction charges as defined by the order include construction, design, engineering and project management. Project management should include all necessary paperwork and permits including but not limited to rights of way, easements, and pole attachments. The Consortium desires a fully “turn-key” project so Offerors should provide explanation for the Consortium involvement in the process including ownership and sourcing of permits, etc.

Self Provisioned Fiber Construction Price Proposal

Each Offeror is required to complete the pricing matrix appended as the “Self provisioned Fiber” worksheet in the spreadsheet accompanying to this RFP. Preference will be given to proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs. The solution should include all costs related to the deployment of the proposed circuit, such that there are no additional costs that are expected to be incurred by the Consortium.

Self Provisioned Fiber Construction

- Offerors shall describe the technical specifications of their design, highlight any specifications that are outside of normal standards, and for what reason,
- Offeror shall identify all potential Right of Way hazards,
- Offeror shall indicate ownership of all poles, conduit, etc on the fiber path,
- The Consortium shall be responsible for the payment of any permitting fees and shall be the owner of said facilities, but the Offeror shall manage the paperwork and filing of the permits,
- All highway shoulders, schoolyards, and ditch lines will be compacted and restored to satisfactory condition,
- Offeror shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide the owner with the db loss of each fiber segment,
- The Consortium will provide at their discretion a person(s) to witness any final testing or construction verification. The person designated by [the Consortium] will be required to initial/provide acceptance of any results. This person(s) will represent the Consortium during any and all acceptance testing. This does not relieve the selected contractor from providing agreed upon documentation or absolve the selected contractor of any warranty support,
- Any warranties associated with the fiber and any other outside plant materials must revert to the entity as the fiber owner upon completion of construction,
- Upon completion of project, Offeror shall furnish an as-built drawing to the owner.

Each self provisioned fiber build response must also include description of proposal, timeline, network diagram, and demarcation. Equipment, Installation, and maintenance and/or Internet Access Services can be bid “bundled” with a self provisioned fiber construction bid, or bid as stand alone services and must be described as such.

4. Signed good faith negotiation letter from tribal government for Rights of Way through tribal land

Offerors can submit a letter from the Tribal Governor, Chairman, President, or designee of tribal lands that must be trespassed to complete the scope of work in this RFP. Letter must state that the tribe and Offeror have begun good faith negotiations to achieve necessary rights of way.

5. Value-Added Offerings

Offerors can submit any other information they deem necessary to highlight accomplishments, honors, etc., of the company that is relevant as it pertains to Native American organization/tribes.

6. Desirable Specification

Native American Owned or NM Resident Veterans Preference

If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe.

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

C. BUSINESS SPECIFICATIONS

1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

Offerors also must include a signed Small Business Administration Form 1624 (12/92): The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

2. Performance/Payment Surety Bond

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

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in Attachment E. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. 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 Attachment D)

5. Cost

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

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.

Lit Service

Points	Criteria
35	E-rate eligible recurring and one-time circuit costs
30	Proposed contract terms and conditions
25	Signed good faith negotiation letter from tribal government
5	Use of scalable technology (fiber optic)
5	Value-added offerings
100	Total Points
5	Extra Points for Native American Owned/NM Veteran Business

Leased Dark Fiber, IRU, and Self Provisioned

Points	Criteria
35	E-rate eligible recurring and one-time circuit costs, including equipment, maintenance, and installation costs
30	Proposed contract terms and conditions
25	Signed good faith negotiation letter from tribal government
5	Maintenance SLA
5	Value-added offerings
100	Total Points
5	Extra Points for Native American Owned/NM Veteran Business

Equipment, Installation, and Operations

Points	Criteria
35	E-rate eligible recurring and one-time circuit costs
30	Proposed contract terms and conditions
25	Signed good faith negotiation letter from tribal government
5	Turn-key solution
5	Value-added offerings
100	Total Points
5	Extra Points for Native American Owned/NM Veteran Business

B. EVALUATION FACTORS

1. Cost Proposal (Up to 35 Points)

E-rate eligible circuit cost is the total cost of ownership that includes special construction and NRC in addition to MRC and includes any and all services that will be applied on a monthly recurring basis. E.g. for self-provisioned fiber, recurring circuit costs will include operate, maintain, ISP, and any other monthly service fees. E-rate special construction costs should be clearly indicated and separated from any other E-rate eligible NRC cost. All services offered must be eligible for E-rate Category 1 discounts.

2. Proposed Contract Terms and Conditions (Up to 30 Points)

Preference will be given to Offerors that provide the most favorable conditions for implementation and ongoing service. These elements include (but are not restricted to): length of contracts, annual evaluation of market price to ensure LCP, ability to scale bandwidth within the contract period, technical SLAs, flexibility in timing of up-front payments, ability to provide turn-key solutions. etc. Highest preference will be given to network designs resulting in local ownership and/or fiber circuits that can connect to multiple Internet Service providers, with the long term intention to increase competition and reduce price.

3. Signed Good Faith Negotiation Letter from Tribal Government (Up to 25 Points)

Offerors must submit a letter from the tribal government of the tribal lands trespassed in the execution of the proposed network. Letter should indicate that the Offeror has established a positive working relationship with the tribe and that a good faith effort will be made to reach fair negotiations on right of way issues. Letter should state the vendor is not presently, or has been in the past barred from working on the respective tribal land. Preference will be given to Offerors that demonstrate collaboration, acceptance of Indian territory authority, and who list specific points of negotiation, including maintenance, operation, additional dark fiber, etc.

4. Value-Added Offerings (Up to 5 Points)

Offerors can submit any other information they deem necessary to highlight value added services or resources that can be utilized to help the tribal school/library increase capacity or meet organizational goals that leverage the potential of broadband connections.

5. Use of Scalable Technology (Lit Service Only - Up to 5 Points)

Preference will be given to solutions based on fiber optic technologies, as the Consortium believes that this will provide maximum future scalability. Offerors are encouraged to outline how fiber optic solutions could be scaled into the future, including potential pricing increments for additional bandwidth that may be likely during the contract period.

6. Maintenance SLA (Leased Dark Fiber, IRU, and Self Provisioned Only - Up to 5 Points)

Preference will be given to SLAs that ensuring 99.9-99.99% network availability per circuit, 24x7x365 monitoring, and a clearly defined trouble reporting and response time schedule.

7. Turn-key solution (Equipment, Installation, and Operations Only - Up to 5 Points)

The Consortium has a clear preference for providers who can offer a “bundled” holistic, all-in-one solution and effort required by the school/library before, during, and after

installation is minimal. Therefore, preference will be given to Offerors who either offer all services independently or via 3rd party subcontractors as a complete package including fiber construction, terminating equipment, fiber installation and operations, and scheduled and unscheduled maintenance.

8. Performance Bond

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

9. Letter of Transmittal

Pass/Fail only. No points assigned.

10. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

Pass/Fail only. No points assigned.

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. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the Pueblo taking into consideration the evaluation factors in Section V will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
3. All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
4. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

Scoring	Numerical Ranking
Firm A Tie	$(1st + 2nd)/2 = 1.5$
Firm B Tie	$(1st + 2nd)/2 = 1.5$
Firm C 3rd	$= 3$
5. A tie for first, at the end of the final rankings after the completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee
6. The Procurement Manager shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.

ATTACHMENTS

ATTACHMENT A
State of NM W-9

If you are already doing business with the State of NM, you may disregard this form.

If you are new to doing business in NM, you must fill out this form to be entered into the financial system for reporting and payment for GRT and payment of invoices.

(Note: State of NM W-9 Form is available on the PSFA web site at www.nmpsfa.org)

OR

You may contact the procurement manager for a copy of the Form in PDF Format

ATTACHMENT B (Mandatory)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who

volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____
(Attach extra pages if necessary)

Signature
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

ATTACHMENT C
Letter of Transmittal Form (Mandatory)

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

_____, 201____
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**ATTACHMENT D
ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS
(Mandatory)**

**TO RFP #E-rate-2016-2
Jemez Pueblo Tribal Consortium**

I hereby attest that I have received the following amendment(s) to the RFP _____ as follows:

AMENDMENT # _____ DATE: _____

Signed by: _____ TITLE: _____

ATTACHMENT E – Design Specifications

General Terms for Leased Dark Fiber, IRU or Self provisioned Fiber Projects

The following are general terms that apply to leased dark fiber, IRU, or self provisioned fiber builds. Offerors may offer maintenance services, Internet Services, and equipment purchase, installation, and operations either themselves or through 3rd party subcontractors. In the case that Offerors use external 3rd party service providers or contractors to deliver some or part of the solution, these should be clearly indicated in the response.

Fiber Specification

All dark or self provisioned fiber solutions must comprise of single mode G.652.D or better fiber end to end.

Maintenance

The Consortium requires on-going maintenance of the fiber on all Leased Dark Fiber, IRU, or self provisioned fiber solutions. Maintenance responses are required as follows:

- All dark fiber responses (lease and IRU) require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third party maintenance, the Offeror must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber and IRU solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The Offeror will include only the portion of maintenance that is required to support the Consortium sites fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.
- As part of the maintenance contract for an IRU, the fiber owner must claim responsibility for repairs in the event of a catastrophic cut or relocate.
- As part of the maintenance contract for an IRU describe the process for relocates including assumption of costs.
- Self provisioned fiber construction responses are not required to include a maintenance response. Maintenance on self provisioned fiber may be bid as a stand-alone service, however, “bundled” holistic solutions will be preferred, as outlined in the evaluation criteria. Responses for maintenance on self provisioned fiber must include scheduled routine maintenance as a monthly cost as well as unscheduled break/fix maintenance as an annual time and material cost estimate. Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.

Offeror shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the entity of a malfunction relating to the applicable fiber, Offeror shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

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

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Marker and handhole inspection and repair,
- Handling of unscheduled outages and customer problem reports,
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Mean time to repair,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,

- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices,
- Process for moves adds and changes,
- Process for responding to locate requests.

Equipment, Installation, and Operations

The Consortium requests that the Offeror provide a quote for an annual operations cost to oversee the technical support of the circuit once the leased dark, IRU or owned fiber is available for service. Include price details in the "Operations" worksheet of the spreadsheet attached for equipment necessary to place the circuit into service at different bandwidth levels, managing the cross-connect at the co-location facility, installation and configuration of equipment at both the entity hub and co-location facility, and annual cost to operate the equipment/circuits. Operations on leased dark, IRU, or self provisioned fiber may be bid as a stand-alone service, however, "bundled" holistic solutions will be preferred, as outlined in the evaluation criteria.

The annual operations cost should include provision of:

- Procurement of necessary hardware to light the fiber path(s)
- Manage initial inquiry and contracts needed to place equipment and cross connect to the Internet provider at the co-location facility
- Installation and configuration of equipment to put circuits into service
- Network monitoring on a 24x7x365 basis
- Creation and communication of service tickets to library or school escalation list
- Incident response with timing standards that are in accordance to a Offeror provided service level agreement that meets general industry standards
- Other industry standard provisions of broadband service technical support
- Re-provisioning of equipment necessary to put circuits back into service after an outage

Internet Services

The Consortium requests that the Offeror provide a quote for 100 Mbps, 200M, 300M, 500M, and 1G Internet services out of the Albuquerque GigaPop in the "Internet" worksheet of the spreadsheet attached. Internet for leased dark, IRU, or self provisioned fiber may be bid as a stand-alone service, however, "bundled" holistic solutions will be preferred, as outlined in the evaluation criteria.

Service Level Agreement

Offeror will provide a description of the proposed services and service levels provided with the lit fiber, dark fiber, and operations responses. The Offeror will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal must include a description of the following services and how these services will be measured.

- Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.9-99.99% network availability of each circuit.
- Lit and Operations proposals only: Frame/packet loss Commitment
- Lit and Operations proposals only: Network Latency Commitment
- Lit and Operations proposals only: Network Jitter Commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

In addition to the required services, the proposal may include but is not to be limited to the following services:

- Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
- Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the

Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the entity.
- Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the Consortium locations.

Timeline

For each response, Offerors must include a construction roadmap timeline. For lit and dark fiber responses, preference is given to responses with a service start for all sites on July 1, 2016. For self provisioned fiber construction responses, use September 1, 2016 as the construction start date and base the roadmap timeline off of that date. Include how the timeline changes per site given an earlier or later start date. Actual start date on a district owned fiber construction project is dependent on the timing of the E-rate funding commitment decision letter.

Demarcation

All solutions whether lit fiber, leased dark fiber, dark fiber IRU or self provisioned fiber construction must terminate service or infrastructure to an existing network closet inside of the site specified. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

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

Network Diagram

For each response, Offerors must include a network diagram displaying the paths to be used to serve the specified site. For self provisioned fiber responses, Offerors must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details.

Special Construction and Non-recurring Cost

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

New fiber special construction charges for lit service, leased dark, IRU, or district owned fiber projects as defined by the order include construction, design, engineering and project management. The applicant requests that the Offerors consider allowing the Consortium to pay the non-discount share (share of special construction costs that are the responsibility of the applicant) to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive. Responses must include agreement or non-agreement of this request.

The amount of special construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Offerors should consider other business that may be generated by building fiber into the region and request only the special construction capital allocable to the library or school's service.