

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 663-3507

Advertised: **December 15, 2023**

Closing Date: **January 12, 2024**

Non-Mandatory Pre-Proposal Online Conference: **December 21, 2023**

<p align="center"><b>Request for Proposals ("RFP")</b>  <b>RFP Number: 24-46 PHASE 1</b>  <b>RFP Name: Design, Build, and Operate a Community Broadband Network</b></p>
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**To aid Offerors in verifying that a response is complete, the below submission checklist is included for Phase 1.**

**Submission Checklist: Verify the following items are included in submission of PHASE 1 response.**

<u>Included with Submission</u>	<u>Description</u>
	1. New Mexico Engineer or Architect license numbers, type and year originally issued, and current expiration date ( <b>Required</b> )
	2. New Mexico contractor's license numbers, type and year originally issued, and current expiration date ( <b>Required</b> )
	3. Exhibit "A": Sample Services Agreement with any deviations or exceptions identified in track-changes or acknowledgement of no deviations or exceptions
	4. Exhibit "B": Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
	5. Exhibit "C": Campaign Contribution Disclosure Form
	6. Exhibit "D": Verification of Authorized Offeror
	7. New Mexico Secretary of State Certificate of Authority (if applicable)
	<b>RFP Proposal Format Components</b>
	8. Background. Provide the Information listed below:
	a. Name, Title, Organization Name, Address, Phone, Email
	b. Federal tax identification number
	c. Professional associations

	d. New Mexico Engineer or Architect License Numbers (as stated above)
	e. New Mexico contractor's license numbers (as stated above)
	9. Knowledge and Experience, Specialized Design or Technical Competence.
	a. Statement of company's technical, financial and managerial qualifications. Identify Elements to be completed by company or subcontractors. Identify subcontractors to be utilized and role if applicable. Summary of experience designing, building and operating fiber facilities.
	b. List of 3 references, entities with similar projects completed in the last 5 years, including contact information (Contact Name, Address, Phone Number, Email Address). If able please include a list of all clients/customers from the past 5 years.
	c. Team Qualifications - Summary of qualifications and experience of the key project members (including length of service, with the company and resume). List of proposed sub-contractors if any.
	d. Similar Projects - List similar projects completed in the United States. Include the following: project location, completion date, scope and duration of work.
	e. Please provide a detailed explanation of any qualifications, caveats, or exceptions you would like to make to the requirements of this RFP, if any.
	f. Financial report: Please include a statement of your firm's financial health and financial statements (income statements and balance sheet) from the last three (3) years of operation or alternatively if unable to provide financials include your Dun & Bradstreet (D&B) D-U-N-S number. Please state if you have any recent dispute or legal action that might impact your ability to perform services under this contract. Provide details on any lending facilities you may need to fulfill this agreement and existing banking and lenders that provide you capital. Should the Offeror not provide financial statements the County reserves the right to request a presentation demonstrating the Offeror's financial position via a virtual meeting format, as a component of PHASE 2 response.

**Special Information Related to this Solicitation** – The first phase of this project is a design-build project, the design-build team shall include, a state licensed engineer or architect, and a contractor properly licensed in New Mexico for the type of work required. The County may entertain a multiple source award consisting of one contract for the design-build (construction of the Community Broadband Network) and one or more contracts for the operation of the system (operator of the Community Broadband Network). A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.

**This solicitation will be conducted in two (2) phases:**

**Phase 1:** Will consist of a ranking of qualifications of potential Offerors which requires inclusion, at a minimum, of a State Licensed Engineer or Architect teamed with a State Licensed Contractor. Offeror shall include minimum qualifications, a scope of work statement and schedule, documents defining the project requirements, and a description of the phase two requirements and subsequent management needed to bring the project to completion.

**Phase 2;** the short-listed Offerors shall be invited to submit a detailed proposal which includes a 'rough order of magnitude' estimate, concepts and/or solutions, and anticipated scheduling by phase and project. After evaluations of these submissions, selection may be made, and if the project proceeds than a contract awarded to the highest ranked team for the design and construction of the project upon the site identified.

As a component of Phase 2, after proposals have been submitted, County may conduct discussions with those short-listed Offeror(s) for the purpose of clarification to ensure full understanding and conformation with the solicitation requirements and, if selected, may be used as the basis for the contract terms. Phase 2 discussions may be scheduled at dates and times to be determined by County. Discussions may be held via a virtual meeting format or in-person onsite at County facilities, as determined by the evaluation committee. All Offeror costs related to attending in-person onsite discussions shall be paid by the Offeror(s). County may prepare in advance and submit to Offerors questions for Offerors to answer at the time of the discussion. After discussions, the evaluation committee will evaluate Offerors using the evaluation criteria set forth in Phase 2 of the RFP.

**Award of a contract(s) is contingent upon County obtaining funding for the components of the project. The County anticipates issuing either Revenue Bonds or General Obligations Bonds to fund the Construction component of the project. County will also entertain proposals which include an option for financing the project by the awarded Contractor.**

**Per County Procurement Code 31-111(1)(a)(6) – For purposes of this solicitation, the County anticipates a useful life of the Broadband Network to be 20 years, potentially resulting in the contemplated contract for operation services to allow for a term of up to twenty (20) years.**

This is a brand name or equal specifications procurement. The designated brand names are:

COS Systems
EntryPoint Networks

And any other brand identified in the solicitation documents. The nature of the products makes use of a brand name or equal specification suitable for the procurement. The Deputy Chief Purchasing Officer has determined that essential characteristics of the brands described above are commonly known in the industry or trade. Use of the brand names are for the purpose of describing the standard quality, performance, and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated will be considered for award, the County reserves the right to obtain additional information from the bidder regarding technical and performance specifications of suggested alternates and final right to determination of equivalency shall be determined by the County.

## **GENERAL INFORMATION**

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails MUST be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP24-46 Design, Build, and Operate a Community Broadband Network.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to [Derrill Rodgers](mailto:Derrill.Rodgers@lacnm.us), Deputy Chief Purchasing Office at [derrill.rodgers@lacnm.us](mailto:derrill.rodgers@lacnm.us) to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

The electronic version **MUST** be in a form that allows for full text searches of the entire document.

Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, January 12, 2024** will be reviewed. The County is not responsible for delayed, misdirected, or non-delivered emails.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, January 12, 2024** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern. The electronic version **MUST** be in a form that allows for full text searches of the entire document.

The County is not responsible for delayed, misdirected, or non-delivered mail or hand delivered submissions.

If delivery by hand, here are directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.

- o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

- o Road slopes downhill and curves to the right.

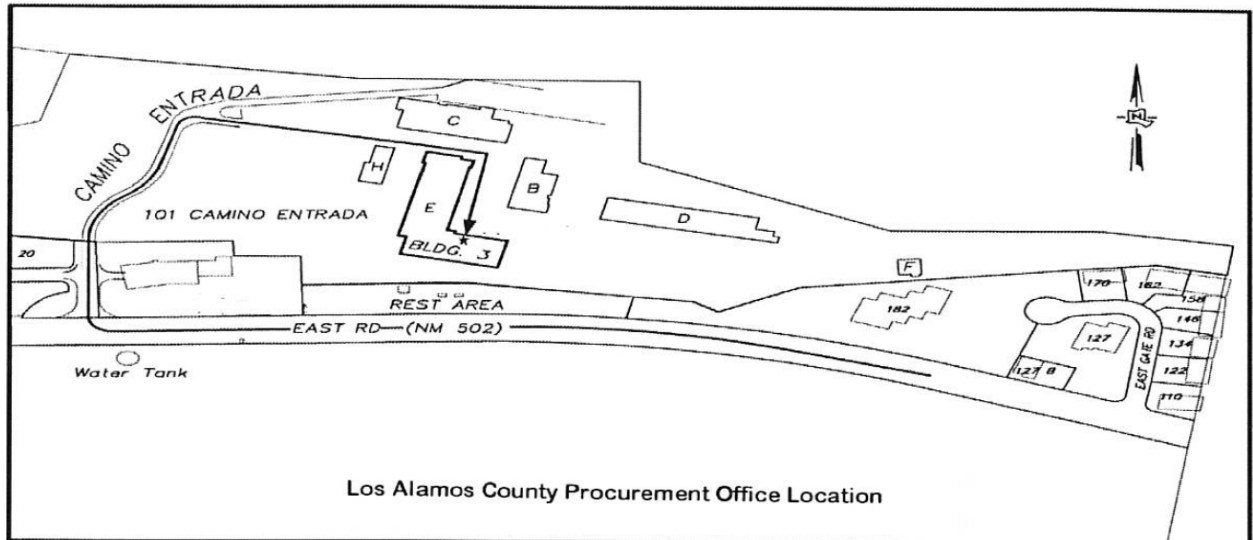


3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").

- o Follow the signs to Building 3, the L-shaped building in the center of the complex.
- o If you pass the Holiday Inn Express and the Airport, you've gone too far.



4. Enter glass door marked "PROCUREMENT." See map below.



4. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
5. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
6. Any questions must be received in writing at least seven (7) days prior to the date fixed for when proposals are due. All de-identified questions and answers will be provided to all identified pre-proposal participants, and also posted to the solicitation page on the County website.
7. County reserves the right, at its sole discretion, to accept or reject any or all proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to negotiate and award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer on any terms.
8. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
9. The County contemplates entering into a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to twenty (20) years with a base term of up to five (5) years and additional terms up to five (5) years per term thereafter. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
10. Proposers are notified that they must propose pricing for each potential year of the contract.
11. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
12. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with

its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.

13. ***A Non-Mandatory Pre-Proposal Conference will be held via GoTo Meeting on December 21, 2023, at 2:00 PM MST. Meeting information may be obtained from Derrill Rodgers, contact information provided below.***

**REFERENCE ATTACHMENTS** - Attachment 1 is the Construction Contract Book, Attachment 2 is the Strategic Plan, Attachment 3 provides a map of aerial electric infrastructure, Attachments 4-9 provide shape files for existing assets in the County's current network, Attachment 10 provides plan documents from a project which placed conduit in an area which may be available for this project, the Awarded contractor shall confirm whether the conduit in this document is usable, Attachment 11 and Attachment 12 provide overview maps of the fiber assets in the County, Attachment 13 and 14 detail locations of the Electric Poles in the County.

Attachment 1 – Construction Contract Book  
Attachment 2 - Broadband Strategic Plan  
Attachment 3 – Aerial Electric Map – County  
Attachment 4 – Access Points  
Attachment 5 – Cables  
Attachment 6 – Conduit  
Attachment 7 – Poles  
Attachment 8 – Poles with Fiber  
Attachment 9 – Splices  
Attachment 10 – Conduit Burned Area  
Attachment 11 – Los Alamos Town Site Fiber Assets Map  
Attachment 12 – White Rock Fiber Assets Map  
Attachment 13 – Los Alamos Town Site Electric Pole Locations  
Attachment 14 – White Rock Electric Pole Locations

#### **CONTACT INFORMATION**

1. For project-specific information contact [Jerry Smith](mailto:jerry.smith@lacnm.us), Broadband Manager at [jerry.smith@lacnm.us](mailto:jerry.smith@lacnm.us); (505) 662-8472.
2. For procurement process information and to receive information regarding the pre-proposal conference, please contact [Derrill Rodgers](mailto:derrill.rodgers@lacnm.us), Deputy Chief Purchasing Officer at [derrill.rodgers@lacnm.us](mailto:derrill.rodgers@lacnm.us); (505) 663-3507.
3. Written questions submitted via e-mail should be sent to [Derrill Rodgers](mailto:derrill.rodgers@lacnm.us) and copied to [Jerry Smith](mailto:jerry.smith@lacnm.us).
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below, attachments may be accessed via the Egnyte link below.

<https://lacnm.com/bids>

Egnyte Link: <https://losalamosnm.egnyte.com/fl/yW78WITKb4>

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## **SCOPE OF SERVICES (or WORK)**

### **1 NEED STATEMENT**

The County is seeking design, construction, and operation of a community broadband network ("Project"). The activities required to fulfill the requirements of the solicitation include but may not be limited to the design, engineering, permitting, procurement, material coordination, construction, testing, completion, and operation of a fiber optic network.

#### ***1.1 Project goal***

This RFP is designed to select responsive Offeror(s) to establish a comprehensive agreement with the County to design, construct, and operate a County-owned open access fiber-to-the-premises (FTTP) Community Broadband Network capable of providing competitive, high-speed internet and related services to County residents, businesses, and anchor institutions using a wholesale broadband model, and to contract with ISPs to deliver such retail services on an open, non-discriminatory basis.

The County is committed to an open access model and therefore prefers separation between operator and service provider roles. The County may partner with multiple Offerors to form a group best capable of meeting the requirements as Community Broadband Network operator.

Offerors to this RFP are expected to perform all the typical responsibilities of a internet services exchange, including contracting with internet service providers (referred to as "providers" or "ISPs"), sales and marketing, retention of providers and end users, 24/7 technical support, customer service, network operations, service provisioning, billing, service upgrades, and standard and emergency maintenance.

County anticipates that the operation of the network will be funded by revenues, however doesn't intend for revenues to provide additional funding to the County, or to service the funding mechanism for construction. The intent is for fiber services to remain highly competitively and affordably priced. The County also will consider a revenue share model with the Offeror(s) to offset future costs for maintenance, repairs, upgrades and equipment replacement; to include but not limited to aerial poles, conduit, fiber, and any equipment in the network.

The County has a budget line item for the project of \$35,000,000. The intent is that this budget would fund the construction of the network; the design will be funded from available budget. The awarded Operator would be compensated via revenues generated by the network.

The Project will primarily consist of, but is not limited to, the design tasks outlined in Section 4, the construction tasks outlined in Section 5, and the operations tasks outlined in Section 6.

#### ***1.2 Key Project objectives***

1. Establish an agreement with a qualified Offeror or Offerors for development (design and construction) and use of a County-owned open access Community Broadband Network for reliable best-in-class delivery of broadband services to residents and businesses. The County Council may be willing to fund the entire amount of the construction through its existing budget, by issuing general obligation bonds or revenue bonds, or using other funding options (including potential financing options provided by Offerors), but the County will also consider alternative and creative cost-sharing scenarios with Offeror(s).
2. Select Offeror(s) that can complete system design, engineering, construction, operation, monitoring, maintenance, and enhancement, and bring in ISPs who will handle the end user customer service and maintenance.
3. Ensure that Offeror(s) will establish competitive rates from ISP partners for various tiers of symmetrical, high-speed internet service, such as 100 Mbps, 500 Mbps, 1 Gbps, and up to 10 Gbps.
4. Provide a portfolio of other optional value-added services to Los Alamos County's market, which may include residential and/or business phone services, 'over-the-top' television services, managed Wi-Fi, and business internet and/or private network transport.



5. Select Offeror(s) who have at least two ISP partners that demonstrate a financially-viable business model, understand market conditions, present realistic expectations and calculations of take-rate, and offer competitive tiered service. Select Offeror(s) who require that ISP partners offer at least one low-cost service for households eligible for low-income discount programs.
6. Establish the County's position at the forefront of the most connected communities in America.
7. Establish an innovative, long-term relationship that allows the Community Broadband Network to provide best-in-class products and services now and in the future.
8. Ensure transparency and ensure the qualified Offeror(s) are responsible for all aspects of developing and maintaining world-class products, services, and a superior customer service experience.
9. Proceed as expediently, reasonably, and professionally as possible without compromising the integrity of the Project or the community's infrastructure.
10. Ensure that Offeror(s) maintain financial records and submit regular financial reports that transparently outline capital and operational costs and revenues. Any Offeror receiving benefits from public investment must agree to provide financial information monthly, quarterly or annual reports of metrics such as revenues and number of subscribers. Offerors will also need to comply with the Inspection of Public Records Act (IPRA) for the State of New Mexico.
11. Obtain capacity management analysis and reports from Offeror(s) as well as upgrade and capital project investment plans to meet projected capacity needs.
12. Obtain service continuity management analysis and reports from Offerors as well as upgrade and capital project investment plans to meet business continuity targets and resiliency—including in terms of path diversity of strategic backbone routes, connectivity to major data centers, and peering with other carriers.
13. Ensure accurate reporting of construction and ongoing performance, and customer service data such as outage and other metrics, that are to be provided to the County.
14. Maintain and provide as-built documentation, including detailed GIS and CAD data, regularly refreshed and provided to the County in real time or monthly.

### **1.3 General requirements**

1. Demonstrate understanding of the County's goals and objectives;
2. Propose fiber to the premises (FTTP) designs that are aligned with the County's proposed goals;
3. Meet the design, build, network, operational, ISP partnership, and governance requirements as outlined in the sections below;
4. Describe how anticipated business/operational model(s) for the use of the County's conduit, fiber, and any other assets demonstrate(s) efforts to expand the availability of broadband internet services to residents and businesses in the County;
5. Provide services that allow ISPs to offer tiered internet service offerings such as 100 Mbps, 500 Mbps, 1 Gbps, and up to 10 Gbps; and

6. Meet timeframe of providing initial services within a pre-agreed area of the County within 18 months of the effective date of an Agreement. The County anticipates Project build-out completion is 3-5 years, however Offeror(s) shall as a component of the response, describe anticipated completion of the various phases of the Project and anticipated full completion based on Project scope described in the RFP.
7. Letters of interest from ISPs will be a required response criteria for Phase 2.

## 2 Project Background

Though the overwhelming majority of residents in Los Alamos County are considered served by cable television and satellite providers by Federal Communications Commission (FCC), the County government has long heard feedback from the community that the existing internet service offerings are suboptimal and unreliable. Research conducted by an independent consultant, CTC Technology & Energy (CTC)—engaged by the County in 2022 to create the [County's Broadband Strategic Plan](#)—validated that there is a high level of discontent with available services and also the fact that many residents do not have a choice of internet service provider. Accordingly, the County will invest in the construction of a ubiquitous FTTP network that will offer competitively priced high-speed internet access to serve all homes and businesses in the County.

### 2.1 Market Profile

Although cable service is widely available in Los Alamos County, fiber-based service is more limited. As a result, available service tiers in the County are inferior to the more robust service tiers available in fiber-rich markets. Most notably, available upload speeds are a fraction of what is available in fiber-rich markets. Furthermore, a lack of competitive pressure on incumbent providers may lead to less investment in network upgrades, and less incentive to offer promotions or lower rates for customers in the County.

Los Alamos County is home to the Los Alamos National Laboratory (LANL) and has a generally higher percentage of sophisticated technical users than many other counties. The townsite of Los Alamos (the Townsite) and White Rock are home to more than 95 percent of the County's population, and both areas are served by a variety of providers including Comcast and CenturyLink (Lumen). The demographics of Los Alamos County skew toward a higher-income population. The need for higher bandwidth and reliable service is the primary concern of residents and businesses in the County.

County Identified Passing Units	
Location	Count
Los Alamos Townsite	7,198
White Rock	2,816
<b>Total Passings</b>	<b>10,014</b>

### 2.2 Community Profile

The County, located in Northern New Mexico approximately 35 miles from Santa Fe and 110 miles from Albuquerque. The County was first organized in 1949. A Home Rule Charter was approved by the citizens in 1968. Under the Charter, the County provides both typical municipal and county services. Additionally, the County provides utility service for electricity, gas, water, and wastewater, and refuse collection services to its 19,400 citizens, and fire protection services to the Los Alamos National Laboratory under a co-operative agreement.

As home to the Los Alamos National Laboratory, County residents are highly educated and demand high quality services from their local government. To meet these community requirements, the County

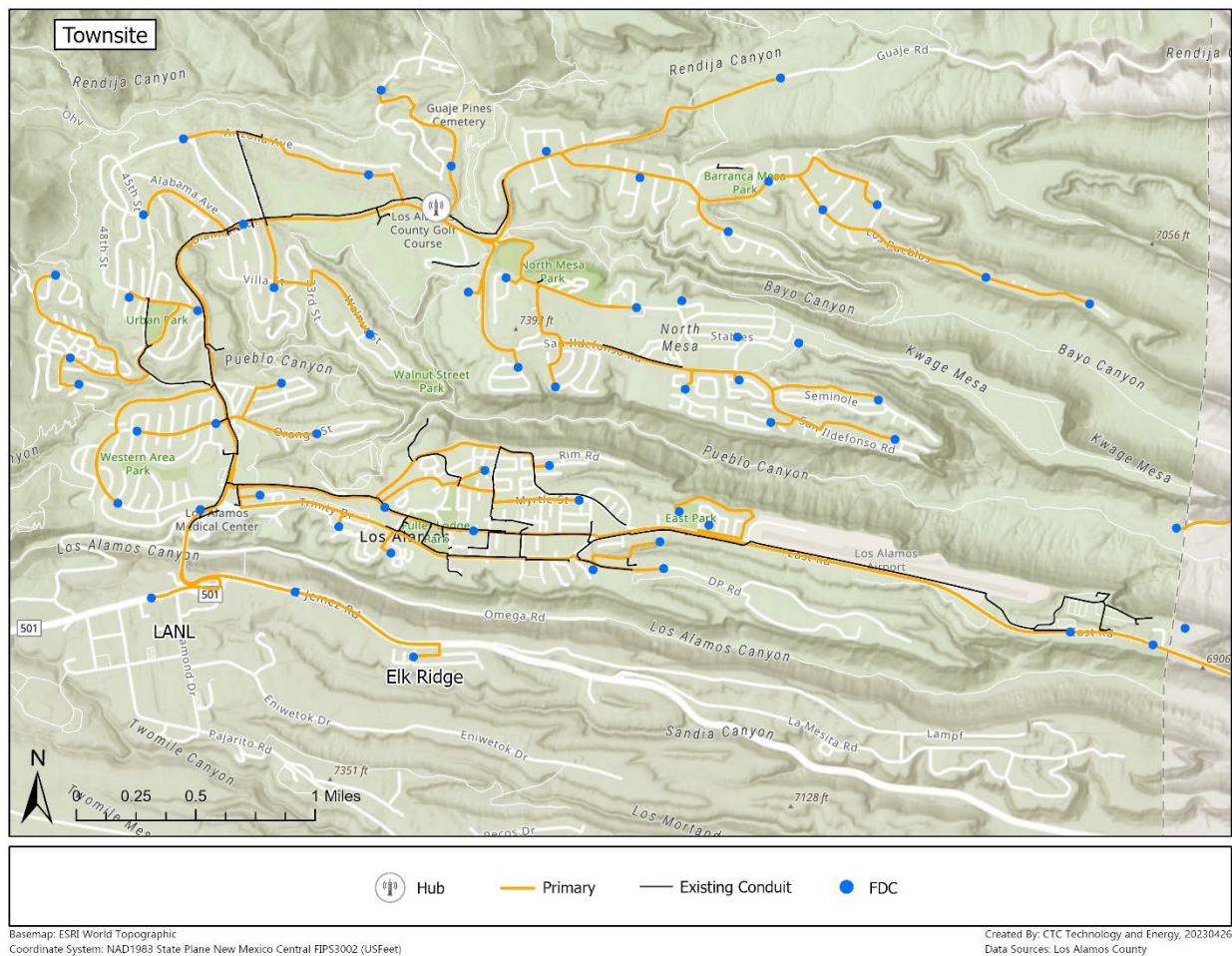
organization is much more sophisticated and complex than would normally be expected from a resident population of this size.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visitlosalamos.org](http://www.visitlosalamos.org)) for more information.

### 2.3 County-owned assets

The County already has several areas where conduit exists, as well as existing fiber assets, and poles in the Department of Public Utilities purview, the below figures detail a large portion of the available assets, see also Attachments 3 through 14. The high-level design prepared for the County's Broadband Strategic Plan leverages this conduit as shown in Figure 1. This high-level fiber design was developed to cover both the Townsite and White Rock.

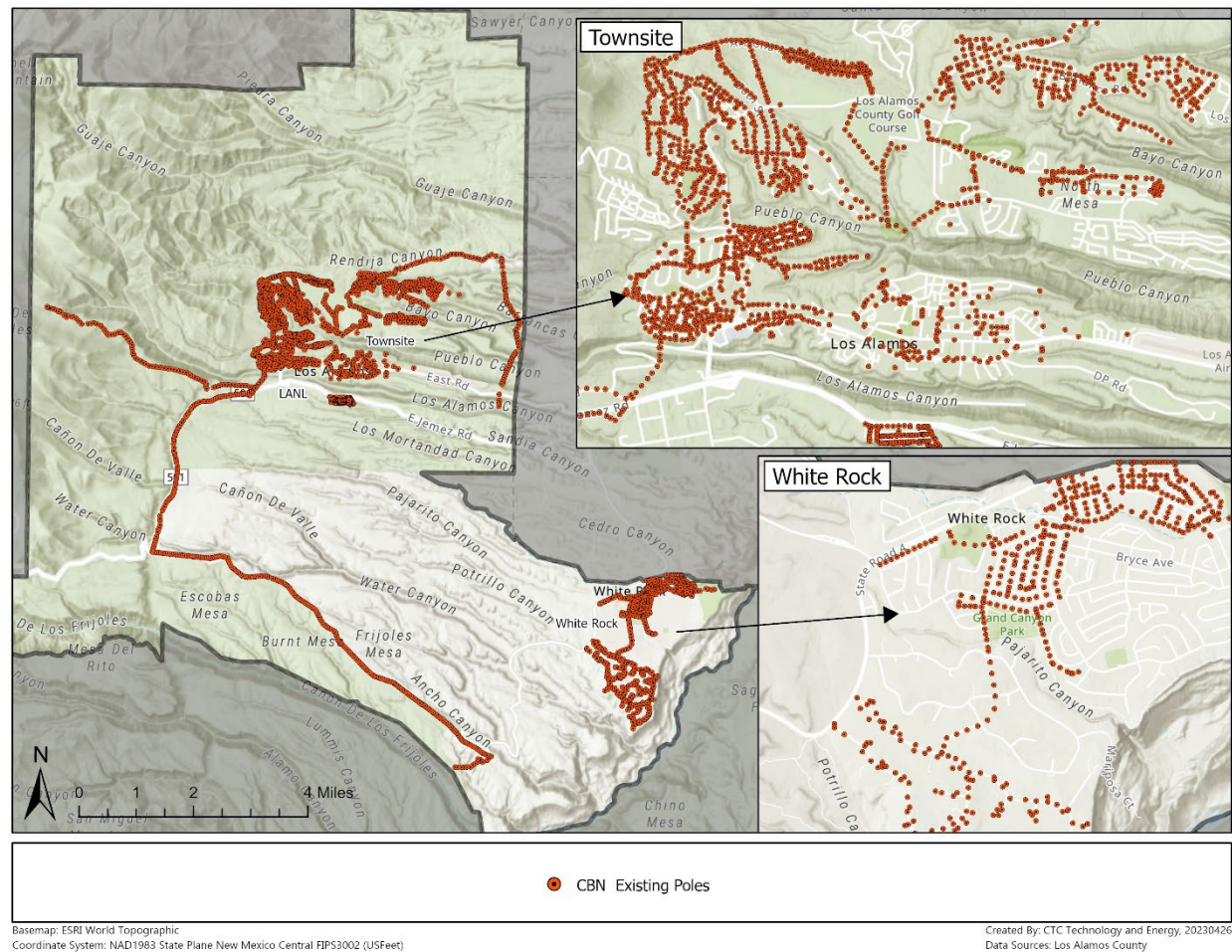
**Figure 1: Existing conduit and fiber buildout proposed in the County's Broadband Strategic Plan**



The County also owns a number of poles that can be leveraged for aerial construction purposes. A map of the existing poles is shown in Figure 2.



**Figure 2: Locations of poles in Los Alamos County**



A county-owned fiber route exists connecting Los Alamos Townsite to White Rock. This link has 24 single-mode fiber strands available for CBN project use. The County anticipates the efficient use of the fibers which may be made available.

County-owned facilities may be good candidates for network operations center (NOC) and or intermediate wiring and electronic huts needed throughout the County, see Attachment 11 and Attachment 12 for maps of County owned locations and assets. Two primary County-Owned locations are:

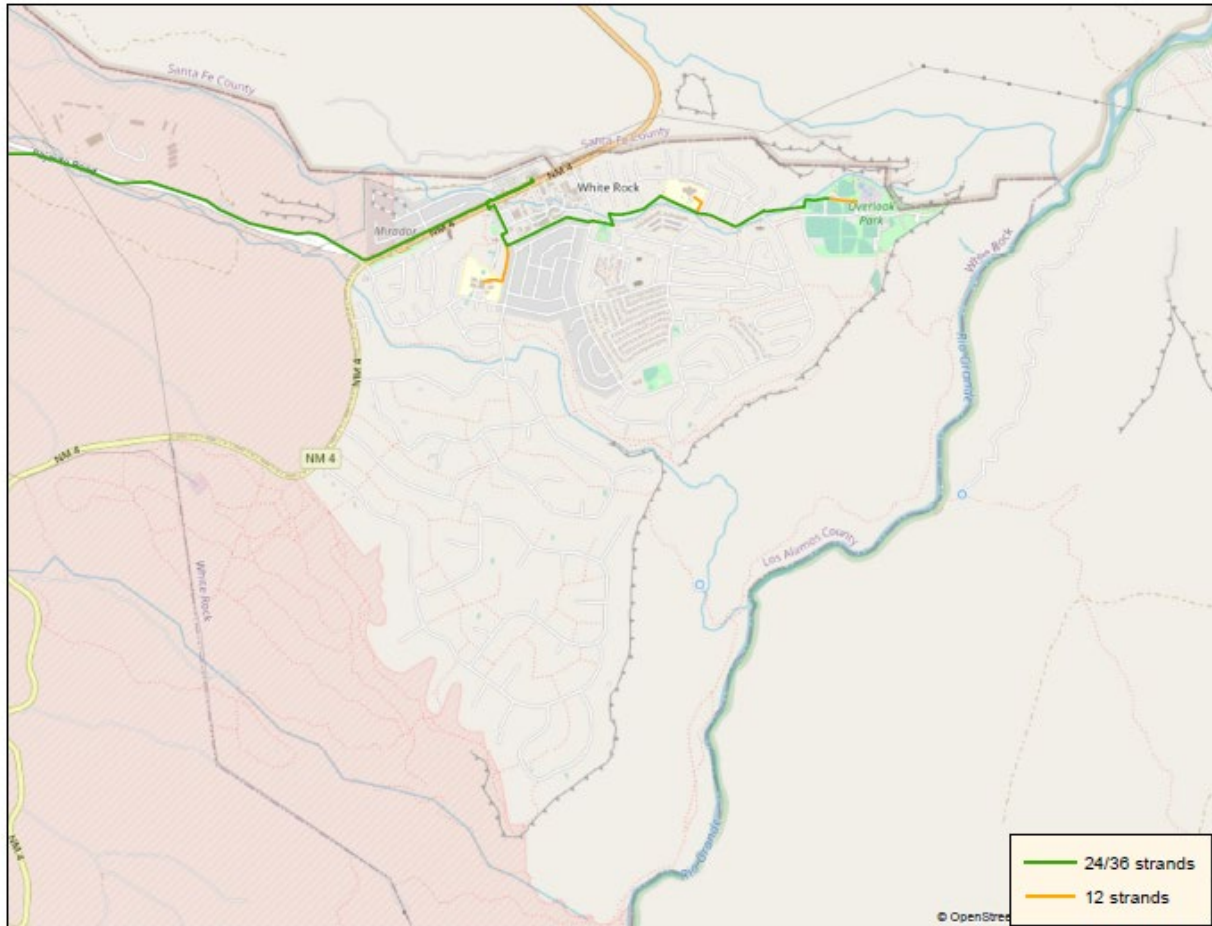
1. 101 Camino Entrada, Building 5 (Los Alamos Townsite)
2. Fire Station 3 (White Rock)

The County also owns a number of existing fiber strands which can be leveraged for the purposes of the project. A map of the existing strands in the Los Alamos Townsite is shown in Figure 3 and a map of the existing strands in White Rock is shown in Figure 4. The Counts represent the number of Strands in the bundle which are available for the project.

**Figure 3: Locations of County owned fiber in the Los Alamos Townsite**



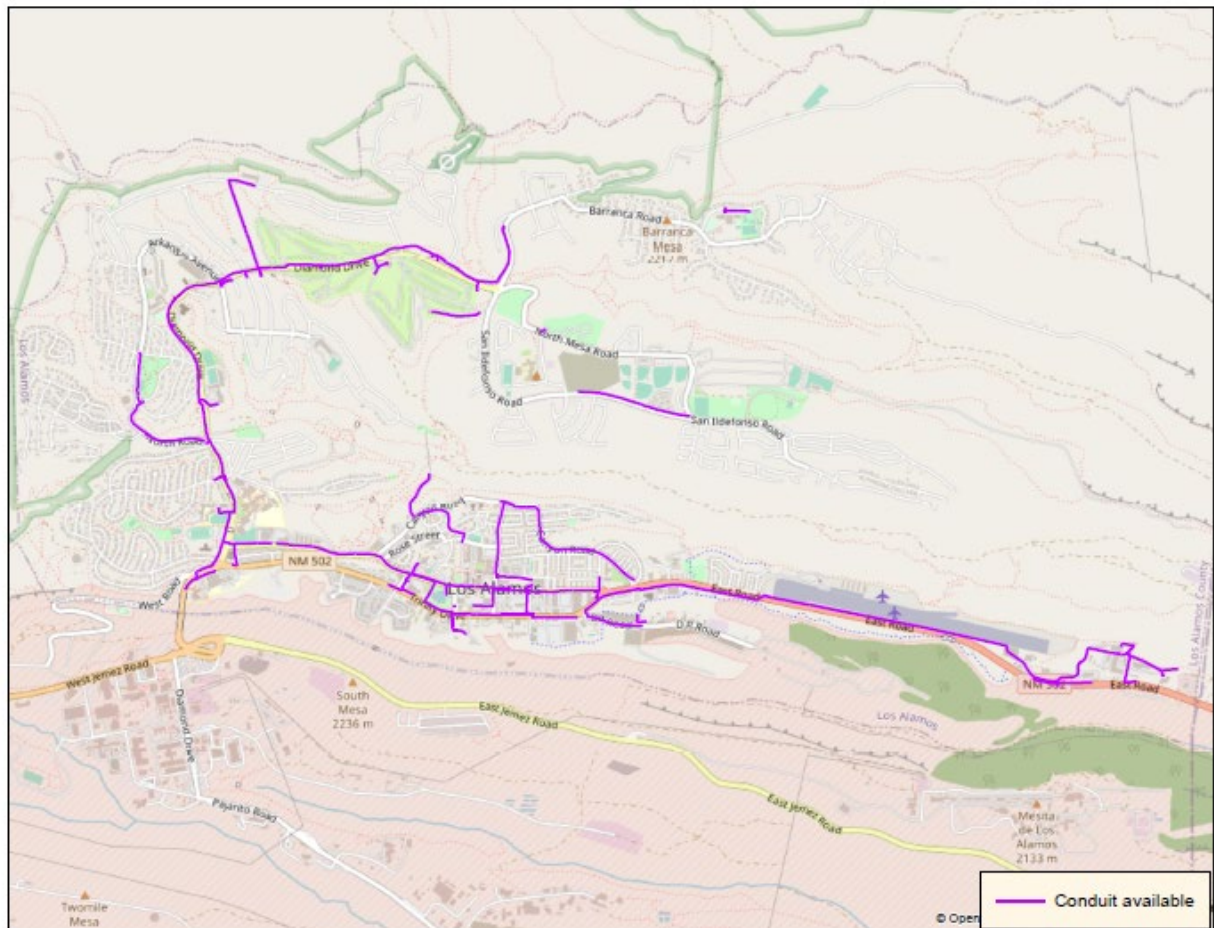
**Figure 4: Locations of County owned fiber in White Rock**



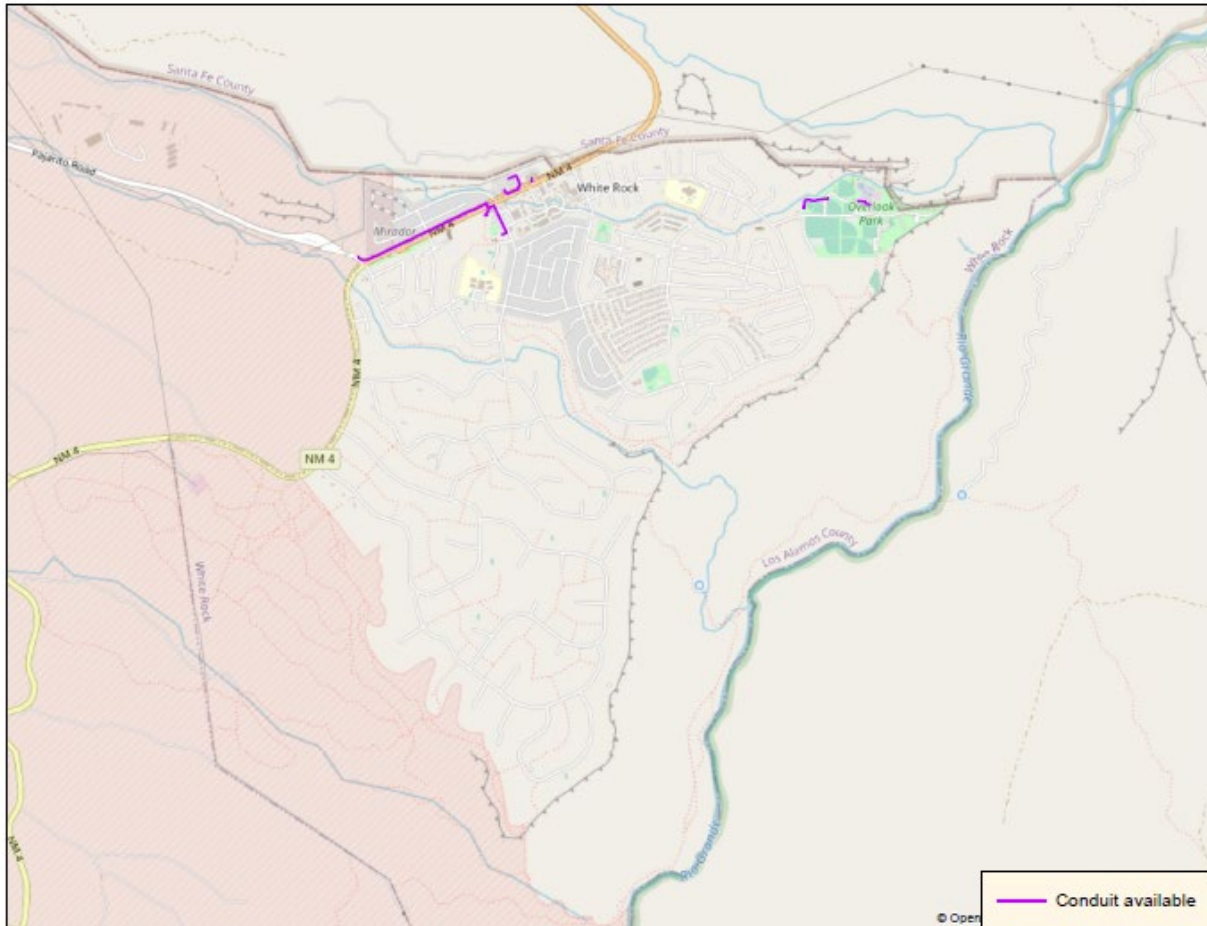


The County owns a number of unused conduits which can be leveraged for the purposes of the project, A map of the existing conduit in the Los Alamos Townsite is shown in Figure 5 and a map of the exiting conduit in White Rock is show in Figure 6.

**Figure 5: Locations of County owned conduit in the Los Alamos Townsite**



**Figure 6: Locations of County owned conduit in White Rock**



## **2.4 Key findings from the County's Broadband Strategic Plan**

Los Alamos County commissioned a Broadband Strategic Plan with CTC to support its goal of improving access to high-quality, future-proof broadband for residents and businesses. CTC assessed the availability of broadband infrastructure and services in the County, engaged stakeholders and residents to identify their needs and challenges around broadband, and evaluated the technical and business cases for an open-access FTTP network in the Townsite and White Rock.

Key findings from this report include:

1. All of the County's population has access to broadband, Comcast's network has the greatest reach throughout the County, which is reported as capable of providing 100 Mbps download/20 Mbps upload speeds. Since large portions of the county are federal lands, they are not populated and thus no broadband is needed. The only areas with broadband needs are within the Townsite and White Rock.
2. Stakeholders and residents expressed dissatisfaction with available broadband services and speeds, and they support the need for County action to promote broadband access.
3. An FTTP network which would serve the Townsite and White Rock would have an estimated cost of approximately \$34 million. The CTC report included a high-level design and cost estimate.



4. It is unlikely that the County could leverage federal funding as it prioritizes unserved locations (where service is not available at 25/3). According to the FCC maps, the entire County is served.
5. Many business and partnership models are possible in the deployment of the FTTP network.

## ***2.5 Need for a high-performing world-class Community Broadband Network***

CTC conducted a statistically valid survey among Los Alamos residents, which revealed the following insights:

1. The County is comprehensively “served” (97 percent of respondents have internet service); Comcast serves about two-thirds of the respondents.
2. Speed test survey results supported anecdotal information from County stakeholders that services from incumbent providers are performing below expectations. 88 percent of results were below 100 up/20 down, and 36 percent were below 25up/3down—which suggests that some subscribers could be effectively underserved and unserved.
3. County residents are paying high prices for internet service (38 percent pay \$80 or more a month for unbundled internet service), and they feel they are overpaying for the services received.
4. In addition, the County and stakeholders are concerned about network outages and emphasized the need for redundancy.

## ***2.6 Adoption of directive by County’s Governing Body for an open access Community Broadband Network***

At the Los Alamos County Council meeting on January 24, 2023, Council members adopted a resolution to move forward with the procurement of an open access network operator to design and build the infrastructure for a Community Broadband Network (CBN).<sup>1</sup> The Council considered three potential business models for public-private partnerships to deploy such a network.

1. The Council’s priorities were ownership and control of the infrastructure, and members were not interested in the County becoming the operator of the Community Broadband Network.

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<sup>1</sup> “Broadband Community Survey and Community Broadband Network Project Updates and Possible Action,” Action Requested, County Council – Regular Session, January 24, 2023, <https://losalamos.legistar.com/LegislationDetail.aspx?ID=6003161&GUID=0DE9D30F-E0B8-438A-BBCA-CCC9A153814E&FullText=1>.

### 3 Primary Project roles

The County's business model requires the adoption of an Open Access Public-Private Partnership (Open Access PPP) approach that has proven highly successful throughout the U.S. and other countries on similar projects. The five key Open Access PPP roles on this Project are listed in Table 1. Offerors may request adjustments to these roles, which should be listed in the proposal.

**Table 1: Primary project roles**

Role	PPP	Description/definition
Community Broadband Network owner	Los Alamos County	The County will purchase the majority of the physical network assets such as conduit, fiber, towers, frequency licenses, backhaul, data center buildings known as Co-Location Facilities (Co-Lo). The County will own the infrastructure of this project and will own future expansion infrastructure as the project grows.
Community Broadband Network Designer and Constructor	Private partner(s) - TBD via this RFP	The network designer and constructor will develop the design of the network and pending approval by County construct the network as determined by response to this RFP and subsequent awarded contract.
Community Broadband Network operator	Private partner(s) - TBD via this RFP	<p>The network operator will manage County's project assets, including maintaining and repairing these assets as well as arranging for the delivery of services across these assets and managing the Service Providers. (See below.) All billing between service provider and middle mile transport providers will be accomplished by the network operator.</p> <p>The network operator role (i.e., the Offeror or Offerors) is the key role of the project and is absolutely critical to project success.</p>
Service provider(s)	Private partner(s) - TBD post this RFP	<p>Internet services are the priority, but other services such as, Internet Protocol Television (IPTV), Voice Over Internet Protocol (VoIP), etc. will be made available to the project by service providers. Due to the County's size, most such services will initially originate outside of the County and be delivered across middle mile to the Co-Lo facilities and then distributed across County infrastructure to the Service Provider's customers.</p> <p>The service provider will be the face of the project to the customer. They will install equipment and services into the customer premises, maintain the equipment and services, provide end customer service, provide equipment and service upgrades, and generally be responsible for customer service and satisfaction.</p> <p>The service provider will purchase services from the network operator, enhance and deliver these services, and bill the customer for delivery of these services.</p>

Role	PPP	Description/definition
		Selecting, locating, and arranging for service delivery, maintenance, and billing will be the responsibility of the network operator with County input.
Middle-mile transport	Private partner(s) - TBD post this RFP	<p>The middle-mile transport provider(s) will supply the transport for service providers from one or more colocation points on the network in Los Alamos County to any internet exchange hubs for service providers to connect to their networks, host services, and reach desired destinations and services.</p> <p>The County will work closely with the Selected Contractor(s) to stand up the backhaul for ISPs, such that the Community Broadband Network has a point of presence in rack space in an IXP-type location in Albuquerque. The goal will be to attract as many ISPs as possible and to keep costs for customers low.</p>

## 4 Design requirements

The Selected Contractor will be responsible for the following design tasks, at minimum:

1. Provide sufficient backhaul capacity and the proper network dimensioning strategies to ensure customers on the County's Community Broadband Network receive the best-in-class service available. Though the County would prefer that the Selected Contractor find the point of entry in Albuquerque for ISPs, the County will help facilitate this connection;
2. Perform field walk-out and documentation of all fiber routes;
3. Prepare GIS-based designs and CAD construction prints of final designs, any new assets documented "as-built" utilizing GIS and provided digitally in an Esri file geodatabase format. All splices must be documented to show which strands connect to which, and also detailed in Microsoft Excel format. All GIS data must include complete FGDC-compliant metadata. Horizontal accuracy must be 6 inches or better;
4. Obtain all necessary agreements for County-owned utility pole attachments or third-party conduit use, noting that poles currently in use may not be suitable for attachment without make ready; and
5. All engineering and design documentation required.
6. Cost assumptions shall utilize the model of build cost estimate consisting of One Hundred Percent (100%) pass by and a Sixty Percent (60%) take rate for drop build cost.
7. Cost assumptions shall utilize the 10,014 passings figure utilized in the Broadband Study, also provided in section 2.1 Market Conditions above. If any other quantity is used, it should be presented as an alternative and an explanation is to be provided. Adjustments to the total passings of 10,014 may be considered during Phase 2. County reserves the right to adjust this number up to the point of contract execution. Note that the total of 10,014 is being used here without fine precision for any adjustments for multiple occupancy unit buildings such as apartments or business complexes. The source used for the total count is the County's 911 address database.

#### **4.1 Network design specifications**

The design for the FTTP network shall be in accordance with the goals and objectives expressed by the County. The design elements detailed in this section are limited to the physical layer of the network (conduit, fiber, etc.), and must take into account current and emerging FTTP network technologies. The County may consider funding the network electronics or other ownership options, which will be negotiated during the contract phase with the Selected Offeror. It is the intent of the County for the FTTP physical infrastructure to support any current or future mix of Passive Optical Network (PON), Active Ethernet, and/or future technology standards.

1. The FTTP network shall reach all serviceable residences and businesses within the County and have sufficient capacity to serve one hundred percent of the addresses within Los Alamos County.
2. Fiber optic cable to the customer demarcation point in each residential or business unit is required.
3. The design should include a minimum of two buffer tubes of at least twelve fibers each reserved for County services.
4. The physical fiber network plant should be capable of supporting a range of standards-based FTTP access technologies, including Active Ethernet (IEEE 802.3 or newer) and advanced Passive Optical Network (PON) technology. The Community Broadband Network should be designed for high levels of redundancy, reliability, and resiliency. It should also be designed to reduce operational complexity to simplify the onboarding of ISPs to the network; assign bandwidths and capacity; and isolate where an operational issue originates at the operator infrastructure, ISP network, or customer sides without disrupting services of other ISPs or customers.
5. The design should describe systems for proactive fault and capacity management at different open systems interconnection (OSI) layers.
6. The Community Broadband Network should be designed to be efficiently expandable in terms of increased data capacity, service area, and accommodating advances in technology as may reasonably be expected to become available over the life of the network (at least 20 years after installation).
7. The Community Broadband Network should allow for leasing dark fiber(s) to multiple service providers (open access).
8. The design should provide controlled physical access to all equipment and facilities.
9. For the purposes of evaluation, the costs of drops, subscriber network electronics, and any other subscriber related costs should be included at a take rate of sixty percent of homes and businesses.

County shall retain ownership of all physical assets of the network, including conduits, fibers, terminals, electronics, and drops. Offerors shall describe all equipment to be utilized in the network in terms of brand, quality, and expected life span.

The Offerors should provide information regarding the standards it will follow for component selection and installation, and its expected system maintenance and demand repair processes.

#### **4.2 Network requirements and characteristics**

The Offerors shall identify the specific network characteristics it plans for minimum capacity (in terms of number of fibers and/or bandwidth capacity) for:

1. The backbone or a County government sites ring,
2. Backhaul(s) to Internet Exchange Points (IXPs),

3. Residential users,
4. Business users,
5. Institutional users,
6. Government institutions/public safety users, and
7. Any other network-wide characteristics as identified.

The resulting network will include, without limitation:

1. Fiber,
2. Conduit (if any underground construction is required),
3. Pole attachments (for aerial fiber),
4. Optical splitters,
5. Terminals,
6. Cabinets,
7. Hubs,
8. Fiber taps,
9. Fiber drop connections,
10. Fiber termination at the premises, and
11. Any other passive equipment necessary to support communications networking over the network.

**The selected network access technology and design will be an FTTP open access network capable of delivering at least 10 GB symmetrical service to every covered location with the possibility of upgrading to 25 GB or more in the future.** Offerors shall provide as a component of their response, metrics such as latency, service level agreement (SLA) or describe the proposed support service process, and anticipated uptime reliability.

#### ***4.3 Utility pole licensing and access agreements***

The Selected Contractor will secure all applicable pole licensing materials, permits, and related construction specifications (attachment height, clearances, etc.). The Selected Contractor will be responsible for coordination with applicable state and local permitting authorities, utility pole owners, and other utilities to obtain access to rights-of-way and easements needed for construction, equipment installation, and maintenance. The Selected Contractor will perform and pay all costs related to obtaining all permits and utility pole attachment licenses required for the construction, installation, and/or upgrade of the network. Where appropriate, County staff will use best efforts to support the Selected Contractor to facilitate permitting. The Selected Contractor will secure all permissions necessary for the installation of FTTP service drops on private property and in the public right-of-way.

### **5 Construction requirements**

The Construction of the Community Broadband Network shall be governed by Attachment 1 – Construction Contract Book. The Selected Contractor will be responsible for the following construction tasks, at minimum:

1. Placement of fiber optic cable and tracer wire in conduit;
2. Only conduit allocated for fiber optic cable may be utilized for this project;

3. Fiber optic cable, may not be installed in electric manholes;
4. Installation of new messenger strand between utility poles for aerial cable construction, to include installation or relocation of guy wires and anchors;
5. Lash and/or overlash fiber optic cable to existing or upgraded pole-to-pole aerial strand;
6. Installation of fiber splice enclosures and fiber splicing;
7. Placement and assembly of fiber termination panels and related hardware;
8. Placement of internal fiber optic cable necessary to reach the customer demarcation point;
9. Sub-surface installation of conduit, primarily through open trench excavation, including locating existing utilities through test pitting, traffic control, and permanent surface restoration;
10. Installation of underground handholes and ground rods, including permanent paved surface restoration;
11. Optical performance (OTDR) testing of fiber optic strands;
12. Obtain all necessary permits, including County excavation, County Traffic Control, environmental approvals and/or jurisdictional determinations; and
13. Provision and storage of all materials related to the above construction tasks.
14. Construct and test all work in accordance with applicable Public Works Department and Construction Standards as well as NMDOT Standard Specification for Highway and Bridge Construction. Work will be subject to inspection and approval by the County Public Works Division for scope affecting grading, drainage, and transportation infrastructure including but not limited to roadway, sidewalks, curb and gutter and trails.

Construct and test all work in accordance with applicable Los Alamos Department of Public Utilities Construction Standards originally dated October 17, 2007 with the most current revision as may be amended from time to time: <https://losalamosnm.egnyte.com/fl/5VooxM9k37>

The Selected Contractor shall be responsible for identifying and securing suitable space for material and equipment storage and staging during construction. Staging of materials on County property requires an executed Staging Agreement.

The Selected Contractor shall provide regular progress reporting and will coordinate its construction schedule with the County. The Selected Contractor shall provide a primary point of contact to the County for the duration of the contract and shall be expected to attend regular project status and management meetings. The Selected Contractor shall provide daily progress reporting and forecasting of the construction locations for the following workday during active construction phases of the project and shall provide weekly reporting of key progress metrics to be defined by the County.

### **5.1 Applicable work standards**

The Selected Contractor shall comply with the National Electrical Code (NEC), the National Electric Safety Code (NESC), and applicable industry standards, as well as all other applicable federal, state and local laws and regulations. The Offeror is retained by the County for this Project based on the Offerors' representation of their expertise and experience in the type of work that is the subject of this Contract. Offerors represent and warrant that they are familiar with the aforementioned codes and standards as well as those referenced below. Construction methods and techniques used by the Offerors shall perform all

work and furnish and install all materials and equipment in full accordance with the latest applicable rules, regulations, requirements, and specifications of the following:

1. Local laws, codes, ordinances, and regulating agencies
2. State and federal laws
3. National Electrical Code (NEC)
4. Underwriters' Laboratories (UL)
5. National Electrical Safety Code (NESC)
6. American National Standards Institute (ANSI)
7. National Electrical Manufacturer's Association (NEMA)
8. National Electrical Contractor's Association (NECA); Standard Installation
9. Institute of Electrical and Electronics Engineers (IEEE)
10. New Mexico Department of Transportation (NMDOT) Standard Specifications and Standard Drawings for Highway and Bridge Construction.
11. BICSI Telecommunications Distribution Methods Manual (TDMM)
12. BICSI Outside Plant Design Reference Manual (OSPDRM)
13. BICSI G1-17, ICT Outside Plant Construction and Installation: General Practices
14. Society of Cable Telecommunications Engineers (SCTE); Recommended Practices for Optical Fiber Construction and Testing
15. Telcordia Blue Book; Manual of Design-Builders Procedures
16. Federal Occupational Safety and Health Administration (OSHA) regulations
17. Los Alamos County Public Works Design and Construction Standards.
18. Los Alamos Department of Public Utilities Construction Standards.

In all cases, where the County has adopted a local standard with local amendments, those local amendments will control. All County-adopted local amendments are subject to change from time-to-time.

The Offerors shall be aware of all standards and their application. Ignorance or lack of knowledge shall not be an excuse for improper work to occur. Any work constructed in violation of any applicable code shall subject to the County's code enforcement process and be corrected and re-installed properly at the Selected Contractor's expense.

## **5.2 Inspection and testing**

The Selected Contractor will be responsible for quality control as required to verify that workmanship and products are provided as specified in this document, including all attachments, to include fiber optic cable performance testing, inspection of roadway and right-of-way restoration, and material testing of concrete and backfill placement.

During any inspection, including, but not limited to, the final inspection of each work site, should it be found that concealed work is substandard, it shall be the responsibility of the Selected Contractor to bring it up to standard and clearly establish that the concealed work meets the specifications as outlined. Any improperly installed or set items that are not up to specified standards shall be removed and replaced at the Selected Contractor's expense. Overhead installations will require inspection by Los Alamos County Department of Public Utilities.

## **5.3 Timeline**

It may take three to six months for the contract to be awarded to Offeror(s) and potentially another six months or more to the start of the build. Separate agreements may be established for the construction and the operation of the network. When submitting their proposal, Offerors should anticipate breaking ground in 2024.

## **6 Operational requirements**

The Selected Contractor will be responsible for the following tasks:

1. Plan for ongoing network maintenance and repair;
2. All needs, requirements, and expectations that are necessary to achieve the primary goal and key objectives; and

3. Letters of intent from all candidate ISP partners declaring their plans to provide services and their anticipated pricing or pricing models (encouraged but not required).

The County expects the Selected Contractor to undertake and continue to perform a network operator role in line with best practice industry standards for IT governance and service improvement. As the owner of all existing and future infrastructure to be built by the Selected Contractor, the County will retain the option to contract with additional or different network operator(s) in the future, without disruption to customer service. The County expects the Selected Contractor to design operations in such a way that the objectives for a competitive, open access Community Broadband Network are fulfilled—which extends to the possibility of selecting network operators on a competitive basis in the future.

The County will consider any documentation, network policies, capacity management plans, knowledge base, and other documentation generated by the Selected Contractor to be the County's property and will retain the right to receive copies of such documentation. The County will require fair and open auditing of the Offerors' financials as they relate to this project.

The Selected Contractor shall at all times maintain accurate as-built documentation of physical plant, and the County retains the right to inspect, copy, share, and audit that such documentation is up to date and complete.

***The Selected Contractor will manage the network infrastructure, services, middle-mile transport, and VARs to ultimately provide all customers with the best "world class" services possible as measured by a balance of performance and cost. The County will require quarterly reports from the Selected Contractor on the status of ISPs participating in the network, performance metrics, their cost structure, and take-rates. Besides retaining ownership of initial and future infrastructure, the County will maintain suggestion and approval rights on network redesigns and capital investments in extending and upgrading the network. The County will retain the right to select, assign, and remove the operator from the network operator role. In the event the County terminates network operator's contract, County reserves the right to assume and assign any contracts held by the network operator with ISPs providing service through the County's Community Broadband Network. 6.1 ISP recruitment***

The Selected Contractor will request proposals from qualified Internet Service Providers (ISP) to provide service to businesses and residents in the County via the FTTP network. The Selected Contractor will be responsible for bringing at least two ISPs to the Community Broadband Network in the initial phase. The Selected Contractor will be responsible for all ongoing operations associated with the network, including maintaining an open access model and contracting with ISPs.

The RFP for providers shall be open to responses from all prospective entities, including incumbent service providers, as well as competitive providers, nonprofit organizations, public cooperatives, and entities that are not traditional ISPs but are interested in acting as a provider in offering service under innovative business models. Nontraditional providers must respond as part of a partnership with an ISP to ensure the provider, on its own or in partnership, has had previous experience delivering broadband service to end users. ISPs are encouraged to participate in the Affordable Connectivity Program (ACP) and County requests that ISPs offer at least one low-cost option for service.

The County prefers that either the Selected Contractor or the ISP(s) will handle the billing to the end users of the network, but will consider different models.

## **6.2 Open access model**

The Selected Contractor will manage the cost, terms, and conditions under which providers would participate in the deployment and management of last-mile broadband services. A variety of business



models may be explored that may share technological and operational responsibilities, and financial risk, between providers and the Selected Contractor in innovative ways. The Selected Contractor cannot act as an ISP; this role is limited to overall network operations. The County will not evaluate and manage ISP operations and contracts. This will be the sole responsibility of the Selected Contractor that is chosen as the operator, however County reserves the right to set minimum performance standards and determine whether an ISP is not performing under the terms of the operating agreement which the network operator holds with the ISP. In its contracts with ISPs, the Selected Contractor shall include provisions regarding requirements to adhere to County's performance standards and ability to terminate for failure to meet such standards. The County requires ISPs to have experience with offering and supporting broadband services in the same or other geographic areas.

Only one active fiber strand will be needed to the premise. The open access model will be managed through software, not hardware, and customers will be able to choose an ISP and plan through a designated portal. Organizations may work together to respond to this RFP but there must be a lead to ensure that there is a single responsible party to ensure full alignment with the County's objectives for the Community Broadband Network and compliance with all aspects of the accepted proposal and subsequent contracts. The goal is to improve access to high-quality and reliable broadband throughout the community and determine appropriate investments that will advance the County efforts in ensuring this service.

The County would ideally prefer to include three to seven but no more than ten ISPs on the Community Broadband Network. At launch, at least two ISPs will be required. Thereafter, ISPs may be added or removed through collaboration between the County and the network operator, pursuant to the minimum performance standards established by County.

### **6.3 Capital requirements**

The Selected Contractor must build and provide to the County a viable and verifiable business model to perform as contemplated herein. The County will be responsible for investing in drop runs and last-mile service expansion.

### **6.4 Revenue sharing**

Though not required, the Offerors are encouraged to provide potential revenue sharing opportunities with the County to contribute to ongoing operations, maintenance and emergency repair costs throughout the life of the network. Revenue sharing may also cover costs of future connections from the curb as well as equipment upgrades. Potential revenue sharing with the County should be included in the Offerors response to Phase 2 if selected to participate in Phase 2.

### **6.5 Software-defined network (Network Automation)**

**The Selected Contractor shall provide the ability to connect to ISPs via software, to enable end users to utilize automation to switch from one provider to another in real time. Software offered by COS Systems, EntryPoint Networks, or an equivalent will be required for the operator of the network. It is assumed that this will be accomplished by utilizing network equipment which has the capability to interface with operational support systems and business support systems (OSS/BSS) via Software Defined Networking features.**

### **6.6 Dark fiber operations and maintenance**

The Selected Contractor shall be responsible for the operation and maintenance of the fiber optic network, including the splice connections, splice boxes and vaults, and network sites in accordance with generally accepted industry standards and shall perform all required maintenance. The demarcation point between the County and the Selected Contractor's responsibility for maintenance shall be the fiber termination panel at each government facility and/or colocation site where the open access network and the County's own government network meet.

In the event of any situation where the fiber network may be compromised or work is occurring near the fiber network, the Selected Contractor will notify the County using a contact and escalation list provided by the County and maintained by the parties throughout the term of the agreement. The Selected Contractor shall also alert the County within 15 minutes via email of network outages that may affect the County's dark

fiber services. The Selected Contractor shall be responsible for the relocation of the fiber due to relocation of rights-of-way, easements, or physical plant for any reason.

The Selected Contractor shall provide a contact phone number for and an escalation list if the County is aware of an outage on the network. The Selected Contractor shall be staffed to provide 24-hour a day coverage for monitoring the network and reporting outages. The Selected Contractor shall maintain a ticketing system for the County and End Users to track the status of outages.

The Selected Contractor shall have personnel on site for repair within a specified timeframe of being notified of the location of the fiber outage. The personnel shall assess the situation, determine the resolution based on industry standards, and implement the repair. The Offerors should include a proposed timeframe for repair in their proposal. To accomplish such objectives, it is acknowledged that the repairs may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such unscheduled maintenance, the Selected Contractor shall commence its planning for permanent repair, and thereafter promptly shall notify the County of such plans and shall implement such permanent repair within an appropriate time thereafter.

Scheduled maintenance shall include:

1. Routine maintenance and repair of conduit and fiber;
2. Maintenance of a "One Call" program, where applicable, and all required and related cable locates;
3. Maintenance of signposts along the fiber routes with a phone number; and
4. Assignment of fiber maintenance employees to locations along the fiber routes at reasonable intervals dependent upon terrain, accessibility, locate ticket volume, etc.

For scheduled maintenance, the Selected Contractor shall notify, via email, the County at least 72 hours prior to the event. The Selected Contractor shall outline the potential sites impacted and the duration of the maintenance. The Selected Contractor shall make a best effort to perform scheduled maintenance outside of normal business hours (7 a.m. to 7 p.m.). If the scheduled maintenance impacts a critical County service, the County may request, via contacting the provider, an alternative date that minimizes the impact to County services. The Selected Contractor shall notify the County once scheduled maintenance is complete.

The Selected Contractor may subcontract for maintenance, repair, restoration, relocation, or other operational and technical services that are required, though the Selected Contractor shall remain liable for such obligations, and shall be the single point of contact for all subcontracted services. Offerors must include a list of proposed subcontractors in its proposal, of which can only be revised with the County's written approval. If the Selected Contractor fail to perform its maintenance obligations, the County shall have the ability to take any of the following actions:

1. Request an action plan from the provider outlining how the Selected Contractor plan to address the issues;
2. Request the provider engage additional resources to correct the issue as early as possible; and
3. Based on the ticketing times recorded by the Selected Contractor, the Offerors shall provide penalties for a lack of response time for events within the control of the Selected Contractor. The penalty shall be proposed by the Offerors by completing Table 2 below and could be articulated as an increasing percentage of typical monthly lit service costs offered by ISPs or resellers.
4. **Table 2: Proposed penalties for lack of resolution time per Offerors Support Process** – Offerors shall propose the penalties for each time frame described in the Offerors support process, as a component of the Phase 2 response.

Resolution later than (time frames correspond to Offerors Support Process) length of time exceeded:	Penalty


## **PROPOSAL REVIEW AND EVALUATION**

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

For proposals that qualify for Preference, the following procedure will apply; the total evaluation score with or without the cost factor of each proposal received from a qualifying offeror shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows: (1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award, if any, shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

## **AWARD OF SOLICITATION**

Following award of the solicitation by County Council, if any, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

## ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

## CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit "C." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

## VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

## PROPOSAL FORMAT

### Phase 1 PROPOSAL FORMAT:

Proposals shall include, but need not be limited to, the following Two (2) components (in addition to the Exhibits and attachments) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below. Additional information may be included by Offerors in attachments, provided that Proposals include and address, in the sequence requested, the elements requested in the Proposal Format and Scope of Services.

Information provided in the Proposal may be used in the contract between the successful Offeror and the County.

To facilitate evaluation, please format your proposal in the order indicated below.

**1. Background.** Provide the information listed below:

- a. Name, title of proposer, organization name, address (Mailing, Physical, and Email), and telephone number;
- b. Federal tax identification number;
- c. Professional associations; and
- d. New Mexico Engineer or Architect license numbers, type, year originally issued, and current expiration date (**Required**)
- e. New Mexico contractor's license numbers, type and year originally issued, and current expiration date (**Required**)

**2. Knowledge and Experience, Specialized Design or Technical Competence**

- a. **Company technical, financial, and managerial qualifications and experience.** Please describe the company and provide a statement of the company's technical, financial, and managerial qualifications for providing the services sought through this RFP. Identify the elements of the Project that would be completed by your company's staff and those that would be provided by contractors, if any. Identify any contractors you propose to utilize and their role. Provide a summary of your company's experience in designing, building, operating, and maintaining fiber facilities—and of your company's experience with

commercialization of fiber assets, through dark and/or lit fiber service to third-party ISPs and commercial customers.

- b. **References and Clients.** Provide a minimum of three (3) industry references of existing entities that your company has served in a similar fashion as described in this RFP. References should demonstrate your ability to successfully plan, implement, and deploy broadband networks, products, and services using innovative public and/or private environments. All references must be for work performed in the past five (5) years. **In addition to the references as required above, please provide a list of all clients/customers for the last five (5) years that your company has served in a similar fashion as described in this RFP. For each client/customer provide a current contact name, telephone number, street address, and email address.**
- c. **Team qualifications.** Please provide a brief summary of the qualifications and experience of the key team members assigned to this project, including length of service with the company and resume. Please include a list of proposed subcontractors with their qualifications as well. Clearly describe any other specialized design or technical competence and capacity and capability and qualifications to perform the work.
- d. **Similar Projects.** List similar projects completed in the United States. Include the following: project location, completion date, scope and duration of work. Include a clear description which will allow County to evaluate the past record of performance with respect to such factors as control of costs, quality of work and ability to meet schedules.
- e. **Proposal qualifications, caveats, and exceptions.** Please provide a detailed explanation of any qualifications, caveats, or exceptions you would like to make to the requirements of this RFP, if any.
- f. **Financial report:** Please include a statement of your firm's financial health and financial statements (income statements and balance sheet) from the last three (3) years of operation or alternatively if unable to provide financials include your Dun & Bradstreet (D&B) D-U-N-S number. Please state if you have any recent dispute or legal action that might impact your ability to perform services under this contract. Provide details on any lending facilities you may need to fulfill this agreement and existing banking and lenders that provide you capital. Should the Offeror not provide financial statements the County reserves the right to request a presentation demonstrating the Offeror's financial position via a virtual meeting format, as a component of PHASE 2.

**The below proposal format requirements are intended for use during Phase 2 of the solicitation, County reserves the right to revise these requirements when issuing the Phase 2 solicitation document.**

**Phase 2 PROPOSAL FORMAT:**

Proposals shall include, but need not be limited to, the following Five (5) components (in addition to the Exhibits and attachments) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below. Additional information may be included by Offerors in attachments, provided that Proposals include and address, in the sequence requested, the elements requested in the Proposal Format and Scope of Services.

Information provided in the Proposal may be used in the contract between the successful Offeror and the County.

To facilitate evaluation, please format your proposal in the order indicated below.

1. **Technical information and proposed statement of work.** Please describe how you will meet the elements of the project, as described above, including (without limitation) such matters as proposed high-level design of fiber assets; proposed market strategy; and estimated number of businesses

and residents served. Address the initial capacity desired by County as well as the ability to expand capacity in future as described in Section 4.2 as well as metrics including latency and uptime reliability. Please provide detailed descriptions of the steps the Offeror would require of the County to enable the deployment, such as efficient permitting, micro-trenching authorization, and so on. Please provide considerable detail regarding any and all requirements that enable the County to fully understand and consider your proposal.

2. **Business plan:** Please provide a detailed business plan that describes your approach to construction, operation, and management of the Community Broadband Network and the services to be provided over the network in sufficient detail to allow the County to effectively consider the proposal.
  - a. **Project term of agreement.** Please provide a proposed time frame for the Offerors to enter into contract with the County.
  - b. **Constraints.** Identify and describe any known constraints in fulfilling the Scope of Services as described.
  - c. **Support Process and Response Times.** Offerors shall provide a copy of the standard Service Level Agreement (SLA) or provide a description of the proposed service and support process. Submission of additional information required in Section 6.6 related to support process.
  - d. Offerors shall address how services to single family and multi-family or multi-unit dwellings, and single business unit or multi-unit businesses will be offered.
3. **Method of securing providers.** Please provide an explanation of how ISPs will be approached and brought on to the Community Broadband Network. Include at least one letter of intent from an ISP partner with its service offerings and pricing model. Also include details on measurement of ISP performance (take-rates, revenue, and reliability of service).
  - a. Include letter(s) of interest from ISP(s) which the Offeror intends to participate in the Community Broadband Network.
4. **Project timeline.** Please provide a timeline for each element of the proposal. Describe in detail the phases of the project as detailed in the scope of services including but not limited to:
  - a. **Design – preliminary, schematic, design development, and final.**
  - b. **Construction - describe approach and corresponding phases.**
  - c. **Operation – Described plan to make constructed network operation and anticipated maintenance and repair intervals.**
5. **Cost.** *Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: “Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited.”*
  - a. Offerors shall submit a separate cost proposal allowing costs to be evaluated independently of other criteria in the proposal. **Offerors are requested to separate Design Costs, Construction Costs, and Operation Costs in their responses.** Offerors should also include a proposed billing schedule. Include allowances for price increases should the funding for the build take longer than anticipated (more than 6 months). Include sample rate schedules for potential partner ISPs. Offerors shall utilize the following assumptions when developing Costs for the project, assume 100% of the pass-by build is included in the construction cost with the assumption of a 60% "take-rate" for subscriber drop build cost.

- b. Provide costs for all services (including additional services) for all twenty (20) years of the Term of an Agreement. County will consider, but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.) County's preference is to contract for a (20) twenty year term. If Offerors are unable to propose pricing for twenty (20) years, County may consider contracting for a shorter term. Please propose pricing for each year of a potential Agreement for however many years Offeror chooses to propose. **Offerors should note that the ability to provide services and pricing for a twenty (20) year Agreement term is a scored evaluation criteria.**
- c. Offerors shall describe any financing options which the Offeror can make available to County for funding of the build as a component of the cost proposal, including details of the structuring of the financing mechanism and specifics regarding terms which are offered.
- d. Offerors shall describe alternative cost sharing scenarios as applicable. Offerors shall describe potential revenue sharing options as described in 6.4 Revenue Sharing.

By responding to Phase 1 of this RFP, Respondent fully acknowledges that the firm and any sub-contractors associated with the firm possess all licenses and certifications required to perform the work herein.

**DOCUMENTS TO SUBMIT WITH PHASE 1 PROPOSAL:** In addition to the addressing the components listed in the Proposal Format section above and the Scope of Services, Offerors PHASE 1 Response should include but may not be limited to items 1 through 7 as listed below:

1. New Mexico Engineer or Architect license numbers, type and year originally issued, and current expiration date (**Required**)
2. New Mexico contractor's license numbers, type and year originally issued, and current expiration date (**Required**)
3. Exhibit "A": Sample Services Agreement with any deviations or exceptions identified in track-changes or acknowledgement of no deviations or exceptions
4. Exhibit "B": Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
5. Exhibit "C": Campaign Contribution Disclosure Form
6. Exhibit "D": Verification of Authorized Offeror
7. New Mexico Secretary of State Certificate of Authority (if applicable)

**DOCUMENTS TO SUBMIT WITH PHASE 2 PROPOSAL:** In addition to the addressing the components listed in the Phase 2 Proposal Format section above and the Scope of Services, Offerors Response should include, but may not be limited to the following:

1. A List of the licenses of the Offeror's personnel to be assigned as part of Offeror's proposal
2. Proposal Security (Bid Bond)

**Evaluation of Phase 1 Responses:** The qualifications of responding Offerors shall be evaluated and a maximum of five firms shall be short listed in accordance with technical and qualifications-based criteria.

**The Proposal Format for Phase 2 will be finalized prior to issuance of Phase 2 and included in the Phase 2 RFP issued to finalist(s) Offeror(s) whose Proposals have been determined by the evaluation committee to be qualified under the criteria set forth in Phase 1.**



**Exhibit "A"**  
**SAMPLE SERVICES AGREEMENT**  
**RFP NO: 24-46**

**RFP Name: Design Build and Operate a Community Broadband Network**

**AGRXX-XX**



**INCORPORATED COUNTY OF LOS ALAMOS**  
**SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 202X ("Effective Date"). [Alternate: to be effective on the date of last signature]

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 24-46 ("RFP") on \_\_\_\_\_, requesting proposals for the Design, Construction and Operation of a Community Broadband Network, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated \_\_\_\_\_ ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS**, the County Council approved this Agreement at a public meeting held on \_\_\_\_\_; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:**

**SECTION B. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless sooner terminated, as provided herein. At County's sole option, the [County Manager/County Utilities Manager] may renew this Agreement for up to \_\_\_\_\_ (\_\_\_\_) consecutive one-year period(s), unless sooner terminated, as provided therein.

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.



- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly or per the completion of the Project Phase/Task]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this

Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance,** with a limit of not less than \$1,000,000 each Claim, with a \$1,000,000 annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.
5. **ALL RISKS BUILDERS RISK INSURANCE (covering Fire, Extended Coverage, Vandalism and Malicious Mischief):** will be carried on a completed value or reporting form, for not less than 100% of the value of the work, including foundations. The All Risks Builder's Risk required above shall include the Incorporated County of Los Alamos, and will cover the interests of all sub-contractors without specifically naming them. If the insurance is written subject to a deductible clause, Contractor assumes responsibility for the amount of the deductible.

Note that insurance limits set out above shall not be deemed a limitation on Contractor's liability under this Agreement.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:**

County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the [County Manager/County Utilities Manager].

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit,

demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

#### **SECTION U. TERMINATION:**

1. **Generally.** The [County Manager/County Utilities Manager] may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed immediately by copy sent by United States Mail), or three (3) days after deposit in the United States Mail properly addressed and proper postage paid:

County:

Project Manager  
Incorporated County of Los Alamos  
Address  
Los Alamos, New Mexico 87544

Contractor:

With a simultaneously-delivered copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

Note that the copy to the County Attorney's Office is a required administrative step, but does not constitute actual notice to the County.

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION X. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent

of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit "X." Contractor must submit this form with this Agreement, if applicable.

OR

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION AB. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AC. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "X." The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**SECTION AD. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

\_\_\_\_\_, a \_\_\_\_\_ corporation

BY: \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_

**Exhibit "X"**  
**Confidential Information Disclosure Statement**  
**AGRXX-XXX**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

**County:** \_\_\_\_\_  
\_\_\_\_\_  
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.



Exhibit "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 24-46**

**RFP Name: Design, Build and Operate a Community Broadband Network**

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Offeror/Bidder")  
hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency; and
  - (b) have, within a 3-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property; and
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code; and
  - (e) have within a 3-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Exhibit "C"**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP NO: 24-46**  
**RFP Name: Design, Build and Operate a Community Broadband Network**

**\*This document should be returned with RFP submittal.\***

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM 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 things 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 either 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.

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

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

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

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryt.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>			
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	<b>CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	<b>NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit "D"**

**VERIFICATION OF AUTHORIZED OFFEROR**

**RFP NO: 24-46**

**RFP Name: Design, Build and Operate a Community Broadband Network**

**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

☐ YES

☐ NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

\_\_\_\_\_  
Signature and Printed Name of Authorized Offeror Title

\_\_\_\_\_  
Organization's Legal Name State of Incorporation

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address City State Zip Code

\_\_\_\_\_  
Physical Address City State Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Federal Tax I.D. # NM CRS # (if located in-state)

\_\_\_\_\_  
Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- ☐ Small Business
- ☐ Woman-owned Business
- ☐ Minority-owned Business