

NEW MEXICO MILITARY INSTITUTE

Invitation for Bid

No. 2022/23-04

Bids for: Transparent LAN Data Link Service

MAIL SEALED BIDS TO: **Office of the Chief Procurement Officer
New Mexico Military Institute
101 West College Blvd.
Roswell, NM 88201**

BID OPENING DATE: Thursday, May 25, 2023 TIME 2:00 PM/MT (Mountain Time)

At the above date and time, bids will be opened with at least one witness present. Bids will be opened publicly in the McNally Conference room in the Lusk Hall building. Any bid received after the stated date and time will not be considered and will be returned unopened.

Note any questions are to be addressed to the Chief Procurement Officer, Cole Collins, email:collinsc@nmmi.edu

Offeror agrees to comply with all conditions that are stated in this IFB.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the bid made, to any competitor or any other person engaged in such line of business.

OFFEROR MUST FILL IN AND SIGN:

NAME OF FIRM, COMPANY _____

ADDRESS _____
(Street) (City) (State) (Zip)

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____ TELEPHONE NO. _____ EIN # _____

This requirement is assigned Commodity Code # 91579 – Telecommunication Services (Not Otherwise Classified)

In submitting their bid, Offerors represent that they have examined and acknowledge receipt of addendum(s) (if any have been issued) identified below:

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____



INVITATION FOR BID

Sealed bids will be received until **2:00 p.m. Mountain Time, on May 25, 2023**, at the Office of the Procurement Officer, New Mexico Military Institute, Roswell, New Mexico for the following:

TRANSPARENT LAN DATA LINK SERVICE

The Invitation for Bid may be secured free of charge at the NMMI, Office of the Procurement Officer, 101 West College Blvd., Roswell, NM 88201 or available on the NMMI website at www.nmmi.edu The Board of Regents reserves the right to reject any and all bids and to waive all technicalities or informalities in the bid.

Board of Regents
New Mexico Military Institute
By: /s/ Alan Edmonson

ATTEST:

/s/ Christina Montoya
Secretary/Treasurer

Procurement law requires sealed bids. Therefore, NMMI cannot accept bids which are transmitted using electronic media or facsimile equipment. Please reference the IFB # 2022/23-04 on the outside of your sealed bid packaging.

13-1-21 B. Application of preferences.

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

(1) resident business or Native American resident business to be eight percent lower than the bid actually submitted; or

(2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

A certificate from the Taxation & Revenue Department must be included in your proposal packet in order to receive preference.

1. PURPOSE

New Mexico Military Institute (NMMI) invites qualified Offerors to submit bids for the services as listed below.

2. SCOPE OF WORK

The New Mexico Military Institute is requesting bids from prospective Offerors for the installation, deployment, and provision of a managed Layer 2, dedicated 1 Gigabit per second (Gbps) Transparent LAN Data Link service for up to a 10 year term using High-Speed Broadband fiber between the NMMI main campus located at 101 W. College Blvd in Roswell, NM to the NMMI Intermediary Preparatory Academy located at 402. W. Country Club Road in Roswell, NM.

3. TERM

The term of this agreement will be 10 years from the date of a dually signed agreement.

4. TERMINATION

Should either party be in material breach of any of its obligations or responsibilities under this Agreement and such breach is not remedied within sixty (60) days after receipt of written notice of default, then the non-defaulting party shall have the right to terminate this Agreement, or such

part of this Agreement as to which there has been delay or failure to properly perform, immediately by giving written notice of termination to the defaulting party. Either party hereto may terminate this Agreement at any time without cause and without penalty on thirty (30) days prior written notice to the other party. NMMI expressly retains all its rights and remedies provided by law in case of such breach, and no action by NMMI shall constitute a waiver of any such rights or remedies. In the event of termination for default, NMMI reserves the right to purchase its requirements elsewhere.

5. AVAILABILITY OF FUNDS

A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. NMMI's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

6. CONFLICT OF INTEREST

Offeror warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required under this invitation. The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

7. INFORMATION REFERRAL, ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the specifications will be made to any contractor orally.

Every request for such interpretations must be made in writing to be given consideration and must be received no later than August 10, 2021. Any and all such interpretations and any supplemental instructions will be emailed or mailed to all prospective Offerors (at the respective addresses furnished for such purposes). Such addendum of interpretations shall not relieve Offeror from obligations under his/her proposal as submitted. All addenda so issued shall become part of the contract documents.

8. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The laws of the State of New Mexico shall govern this Agreement.

9. NON-DISCRIMINATION

In connection with the performance of work under this Contract, the successful Offeror agrees not to discriminate against any NMMI employee, student or guest because of race, color, religion, national origin, sex, and marital status, or status with regard to public assistance, disability or age.

10. AMBIGUITIES

Should any ambiguity or conflict in the specifications become apparent to any Offeror, they shall forthwith apply to the Chief Procurement Officer. The interpretation will be sent to all Offerors who have requested specifications. Any addendum to the specifications will be issued by the Chief Procurement Officer of NMMI in writing or by email and must be acknowledged by Offerors on page 1 (Letter of Transmittal). No oral statements, explanations or commitments, by whosoever made, shall be of any effect except as same are confirmed in writing by the Chief Procurement Officer.

11. INDEMNITY

The Offeror shall indemnify and hold harmless NMMI, its agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of, or resulting from the operation or performance of the contractor or any subcontractor under this agreement. The liability of NMMI will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 Et Seq. NMSA 1978, as amended.

12. ASSIGNMENT

No right or interest in any contract arising from this invitation for bid shall be assigned or delegated by the successful Offeror without the written permission of NMMI

13. NEWS RELEASES

Upon receipt of a contract agreement with NMMI, the Offeror(s) shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to NMMI, without the written approval from the Chief Procurement Officer or designated representative, obtained in advance, for each item of advertising or publicity. However, nothing shall preclude successful Offeror from listing NMMI on its routine client list for matters of reference.

14. PROPRIETARY VISITATIONS

NMMI discourages the submission of any information deemed “proprietary” or “protected” and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. NMMI, as a public entity, cannot and does not warrant that proprietary information will not be disclosed.

15. COST OF BID

Each Offeror is responsible for any cost associated with submitting a bid and response to this invitation for bid. Each Offeror is responsible for any cost incurred in making visits to NMMI for any purpose associated with this invitation for bid.

16. LATE SUBMISSIONS

Late submissions of offers will not be considered unless it is determined by New Mexico Military Institute that the late receipt was due solely to mishandling by the Institute after receipt by the Institute or the offer is the only offer received. NMMI will not be responsible for any lost or misdirected mail sent by common carrier. The time clock in the Office of the Chief Procurement Officer shall serve as the official record of time. Late submissions will be returned unopened.

17. NMMI OPTIONS

The New Mexico Military Institute, notwithstanding any other provision of this invitation for bid, expressly reserves the right to:

- a. Waive any insignificant defect or informality in any bid or bid procedures;
- b. Reject any or all bids;
- c. Reissue an invitation for bid;

18. CHANGES/ALTERATIONS AFTER AWARD

Changes or alterations after the award can only be made if agreed to in writing by New Mexico Military Institute.

19. CANCELLATION

New Mexico Military Institute reserves the right to cancel without penalty, this invitation for bid, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds.

20. AWARD

Each bid will be evaluated on the basis of all of its contents and a contract awarded to the lowest responsive/responsible Offeror whose bid is, in the opinion of NMMI, determined to be most advantageous to NMMI, when all factors are considered.

NMMI shall have the right to waive technical irregularities in the form of the bid of the Offeror, which do not alter the quality of the services. (13-1-132 NMSA 1978).

21. LICENSES, PERMITS AND TAXES

Offeror will obtain and pay for all Federal, State and local licenses and permits required for the services provided for herein.

22. CONTRACT DOCUMENTS

If a separate contract is not written, the contract entered into by the parties shall consist of the invitation for bid, the signed bid submitted by the Offeror, the specifications including all modifications thereof, a purchase order or letter of agreement, all of which shall be referred to collectively as the Contract Documents.

23. RIGHT TO PROTEST

Any Contractor who is aggrieved in connection with this invitation for bid may protest the award to New Mexico Military Institute Chief Procurement Officer as provided by the New Mexico State Procurement Code 13-1-172. The protest shall be submitted in writing with 15 (fifteen) calendar days after knowledge of the facts or occurrence giving rise thereto.

24. OBLIGATION OF OFFEROR

At the time of the opening of bids, each Offeror will be presumed to have read and be thoroughly familiar with the specifications and regulations, including all addenda. The failure or omission of any Offeror to examine any form, instrument, or document shall in no way relieve any Offeror for any obligation in respect of his/her bid.

25. PACKING, SHIPPING AND INVOICING

Offeror agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to NMMI at the F.O.B. point shown, subject to the right of NMMI to reject upon inspection.

All bids must be F.O.B. destination. By submitting a bid, Offerors agree to NMMI's Net 30 terms on payment of invoices.

26. QUALIFICATION OF OFFERORS

NMMI may make such investigations, as necessary to determine the ability of the Offeror to perform the work required. Offeror shall furnish all necessary information and data as may be requested. NMMI reserves the right to reject any bid if the evidence submitted or the investigation of an Offeror fails to satisfy NMMI that the Offeror is qualified to carry out the obligations of the contract and to complete the work described herein.

27. PRICING

Pricing must be included with your bid submission. Please do not include tax as a part of your pricing. Please provide the monthly cost for the services identified in the scope of work. This pricing shall include any and all costs that will be passed on to NMMI **other than tax.**

Total Monthly Cost (tax not included) = _____