

REQUEST FOR PROPOSALS
FOR
SATELLITE BASED WIRELESS COMMUNICATION
SERVICES AND EQUIPMENT

STATE OF NEW MEXICO
STATE PURCHASING AGENT
SATELLITE BASED WIRELESS COMMUNICATION SERVICES AND EQUIPMENT

PROPOSAL NUMBER SPD #60-000-00-00097

August 25th, 2006

Communications Division
Radio Unit Group
4491 Cerrillos Road
Santa Fe, NM 87507

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SECTION I. INTRODUCTION

The New Mexico State Purchasing Agent is requesting proposals for Satellite Based Wireless Communication Services and related Equipment in the following categories:

- Category 1: Mobile Data
- Category 2: Two-Way Radio Voice
- Category 3: Automatic Vehicle Location
- Category 4: Telephone Interconnect
- Category 5: Rural Areas Paging
- Category 6: Rural Areas Data

Offerors are invited to submit proposals in any or all of the above service and equipment categories.

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Purpose of this Request for Proposals (RFP) is to establish Price Agreements on a competitive basis with qualified Offerors who will supply satellite based Mobile Data, Two-Way Radio Voice, Automatic Vehicle Location, Telephone Interconnect, Rural Areas Paging, and Rural Areas Data services and related equipment to agencies of the Executive Branch of the State of New Mexico and other qualified purchasers, including local public bodies, cities, counties, public schools and the universities.

B. BACKGROUND

The State* of New Mexico requires communications capabilities for its many employees and officials who travel in and work from vehicles. The state* has for many years operated a state wide* voice two-way radio network consisting of numerous radio sites interconnected by a microwave radio infrastructure. Dispatch centers* are connected into the network. The network is used on a 24/7/365 basis by various state* public safety and other agencies. The state* operates five service and repair shops; Albuquerque, Roswell, Santa Fe, Las Cruces and Las Vegas. Two-way radio coverage* is roughly 80% of the state's* land and water surface. Coverage* limitations have always been an issue; 100% coverage* is the ideal. The existing system does not support mobile data applications, however mobile data is now necessary to support Computer Aided Dispatch (CAD) functionality. And since a CAD is in place, then Automatic Vehicle Location (AVL) capabilities also become necessary. Further, a significant number of state fixed location facilities are beyond the present reach of reasonable throughput data communications facilities. Two-way radio interoperability is limited since various state*, local and federal agencies operate on different radio bands (UHF, VHF high band, VHF low band, 800 MHz, and soon perhaps at 700 and 220 MHz). Further, cellular telephone service within New Mexico is also limited, with coverage* focusing primarily on population centers and major highways. The lack of paging services in remote New Mexico is a particularly troublesome problem for firefighters and emergency medical first responders as is communications between enroute medical transporters (ambulances) and hospitals. State* police dispatch centers* presently are equipped with Motorola CentraCom series consoles while the non-state* police dispatch center* is equipped with an ACCESS console by AVTEC. State* police dispatch centers* are equipped with ACCESS PBX hybrid telephone systems by InterTel while the non-state* police dispatch center* (and other state* entities) is served by a Fujitsu F9600 PBX.

C. SCOPE OF PROCUREMENT

The State* of New Mexico wishes to establish price agreement contracts with satellite based wireless communication offerors capable of overcoming some or all of the limitations outlined in the BACKGROUND paragraph above. Specifically, such offerors would provide the satellite infrastructure, terrestrial hardware/equipment, software/firmware, documentation, and technical and administrative services necessary to achieve or improve state wide* Mobile Communications* of the following types:

- 1) MOBILE DATA - The Capability* required for Mobile Data is to equip any number of vehicles to enable the exchange of computer data information between vehicles as well as between vehicles and fixed location host computers/servers. Mobile Data Communications means providing digital information exchange capabilities to vehicles (see "Mobile Communications") similar to that commonly available to office workers through the use of personal computers or host computer access terminals. Internet access is included. The principal difference between fixed site data communications and Mobile Data is that data transmission rates in the mobile environment are less, which restricts the amount of data it is feasible to exchange. Strong encryption* is required.
- 2) TWO-WAY RADIO VOICE - The Capability* required for Two-Way Radio Voice is to equip any number of vehicles to enable the exchange of voice speech information between vehicles as well as between vehicles and fixed location dispatch centers*. This Two-Way Radio Voice Capability* will operate on the same frequency, channel or talk (community of interest) group such that any similarly equipped vehicle or fixed location can communicate with any other similarly equipped vehicle or fixed location. The envisioned Two-Way Radio Voice will function similarly to services traditionally provided by Land Mobile Radio (LMR). Communications between mobile units, between mobile units and portable (hand held) units, as well as between mobile units and fixed locations (dispatch centers*) is its normal use. This Capability* describes voice communications which are radio frequency based, employing mobile units, portable units, repeaters, base stations, and dispatch centers. Calls are not initiated through telephone dialing and do not normally enter or traverse the PSTN* or commercial cellular or PCS telephone networks. Encryption* is very desirable.
- 3) AUTOMATIC VEHICLE LOCATION - The Capability* required for Automatic Vehicle Location is to equip any number of vehicles to enable the vehicle's location to be automatically displayed at dispatch center* CAD systems.
- 4) TELEPHONE INTERCONNECT - The Capability* required for Telephone Interconnect is to equip any number of vehicles to enable dial (DTMF* keypad) telephone access into the national PSTN*. These Telephone Interconnect services should function similarly to services commonly provided by commercial cellular and PCS companies.
- 5) RURAL AREAS PAGING - The Capability* required for Rural Areas Paging is to equip any number of persons with paging receivers or transceivers. Only proposals for paging services offering much greater coverage areas than presently on state price agreement contract need be submitted.

6) RURAL AREAS DATA - The Capability* required for Rural Areas Data is to equip any number of state agency and other governmental entity rural* offices with data communications capability beyond that offered by dial up modems. Transmission speeds of at least 56KBs are envisioned with speeds in the megabit range preferred. Strong encryption* is required.

Although the procurement of any equipment or services cannot be guaranteed, for the purposes of responding to this RFP, a figure of 750 mobile units (vehicles, aircraft and boats) and a figure of 15 fixed units should be used in the categories of Mobile Data, Two-Way Radio Voice, Automatic Vehicle Location, and Telephone Interconnect. A planning figure for Rural Areas Paging devices would be 100, and a planning figure for Rural Areas Data would be 25 rural* locations and one central location*.

The scope of the procurement is to establish Equipment and Services Schedules for the above 6 services and supporting equipment from qualified offerors for a period of one year (October 20th, 2006- June 30th 2007, with the option of three (3) renewals. Under no circumstances will the contract exceed 4 years.

The State Purchasing Agent reserves the option of extending the initial agreement(s) on an annual basis for three additional years, or any portion thereof.

This procurement could result in a multiple source award or a single source award.

The scope of included equipment/products and services is defined for each category. Application-specific software packages, professional services and any form of generally available supplies and consumables are specifically excluded from the scope of this procurement.

D. CONCEPT OF OPERATION

a) The state* plans to continue converting it's state wide* analog microwave infrastructure to digital format. The digital format microwave infrastructure will support greatly expanded digital telecommunications capabilities serving state* and local governmental entities, primarily at fixed locations. Digital microwave will also support two-way (LMR) radio to the extent that two-way voice communications coverage* and economics have not converted it to competing technology. A package of two-way radio voice and data communications, automatic vehicle location displays, and limited telephone interconnect is envisioned, connecting mobile units with each other and with dispatch centers* and other fixed locations. The state*, through its five radio electronics shops and staff, may accomplish the installations, removals and repairs involved or the state* may elect to have the successful offeror(s) accomplish them. It's also possible that some work, especially repairs, might be accomplished by returning items to the factory or to offeror's workshops.

b) The system infrastructure supporting Rural Areas Paging would be entirely offeror owned, operated and maintained. The portable paging devices themselves would be returned to the offeror for repairs. We envision paging operation to be similar to common paging systems, that is, a call initiator would dial a number of digits on a telephone connected to the PSTN and a message or call back number would

be displayed on the distant user's paging device.

c) The operation and maintenance of the system infrastructure and client location equipment supporting Rural Areas Data could be offeror owned, operated and maintained. We envision one central location* uplink/downlink site within New Mexico (most probably in Santa Fe but Albuquerque is a possibility) where terrestrial data circuits would interface with the satellite infrastructure. These data circuits would originate at state agency LAN or mainframe hosts. Field offices would be equipped with small, site specific, uplink/downlink and data processing equipment which would terminate in a small LAN server/router environment.

E. PROCUREMENT MANAGER

The SPA has designated a Procurement Manager for the conduct of this procurement whose name, address and telephone number are listed below.

Larry P. Martinez, Radio Maintenance Bureau Chief
General Services Department, Communications Division
715 Alta Vista
Santa Fe, New Mexico 87505

(505) 827-9230 (Telephone)
(505) 827-9349 (Fax)
Larry.Martinez@state.nm.us (E-mail)

All deliveries via Air Express, FEDEX, etc. should be addressed as follows:

Larry P. Martinez, Radio Maintenance Bureau Chief
4491 South Cerrillos Road
Santa Fe, New Mexico, 87507

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMINOLOGY

This paragraph contains abbreviations, initials and definitions that are used throughout this procurement document.

Abbreviations and Initials

CD – Communications Division.
GSD - General Services Department.
FCC - Federal Communications Commission
Comm. – Communications
Para. – Paragraph

General Definitions

"**Agency**" means a state agency and local public body or other qualified purchaser.

"**Agreement**" means an agreement for the procurement of items of tangible personal property or services.

"**Contractor**" shall mean successful offeror who is awarded a price agreement.

"**Designee**" means a representative of a person holding a superior position.

"**Desirable**" The terms "**may**", "**can**", "**should**", "**preferably**", or "**prefers**" identify a desirable or discretionary item or factor.

"**Determination**" means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"**Equipment and Services Schedule**" or "**ESS**" refers to a complete list, grouped by major product categories, of the product and services provided by the contractor which consists of an item number, item description and the Procuring Agency's price for each product or service.

"**Evaluation Committee**" means a body comprised of representatives of state* agencies and other bodies which is responsible for the evaluation of offeror proposals.

"**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for award of the price agreement(s) that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"**Finalist**" is defined as an offeror whose proposal meets all of the mandatory specifications of the RFP and whose score on the evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

"Information systems resource" means any product or service required for the implementation, operation, maintenance or support of a computer or communications system.

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof.

"Mandatory" The terms **"must", "shall", "will", "is required", or "are required"**, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one offeror.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property or services to a procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procuring Agency" means any state agency or local Public body that will be allowed to purchase items from the resulting price agreement.

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring Agency" means any state agency or local public body that chooses to procure products or services under a price agreement. Other units of government, including cities, counties, school districts, institutions of higher education and other jurisdictions not subject to the procurement authority of the State Purchasing Agent are authorized to buy from the price agreement.

"Purchase Order" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

"Request for Proposals" or **"RFP"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

"Responsive Offer" or **"Responsive Proposal"** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"State Purchasing Agent" or **"SPA"** means the purchasing agent for the State of New Mexico or a designated representative.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) in the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. The WSCA directors may authorize the use of the price agreements by any state or political subdivision of a state.

Technical Definitions

(Note: Throughout this RFP, words and phrases which have been defined in the "Scope of Procurement" or "Technical Definitions" section have been flagged with an asterisk. Readers are cautioned to refer to the definitions whenever asterisk flagged words and phrases appear.)

"Capability and Capabilities": As used in this RFP, Capability* and Capabilities* refers to one of the technology service types which are the subject of this procurement. That is, Mobile Data*, Two-Way Radio Voice*, AVL*, Telephone Interconnect*, and Rural Areas Paging.

"Central Location": With respect to Rural Areas Data, "central location" means the offeror-provided satellite uplink/downlink site within New Mexico (most probably in Santa Fe but Albuquerque is a possibility) where terrestrial data circuits would interface with the satellite infrastructure. (Depending upon network architecture, it is possible that more than one central location could exist.)

"CJIS": Criminal Justice Information System.

"Control Head": The device(s) located in the vehicle operator's compartment which provides control of the associated radio equipment. Control Heads* often contain push button switches through which the operator selects radio channels, talk groups, and features. Some Control Heads* are integral with the microphone.

"Coverage": The amount or percentage of all land and water surfaces where signal strength to and from radio system being considered produces reliable communications. The ability to communicate reliably between points within New Mexico regardless of terrain features. "Reliably" refers to the quality specifications for each Capability*.

“Dispatch Center”: A facility equipped with communications and computer equipment and staffed with personnel trained to communicate with officers and technicians in mobile units and to respond to their needs for information relay. Also sometimes referred to as a command and control facility/center, a hospital emergency room, or an emergency management facility/center.

“DTMF”: Dual Tone Multi Frequency (telephone dialing tones).

“Encryption”: a) “The conversion of plain text into an unintelligible form by means of a crypto-system.” (Communications Standard Dictionary, 1983, M.H. Wiek, page 311.) This does not mean the scrambling of information resulting from analog/digital conversions or resulting from the various methods of modulation. Encryption* requires a crypto logic key at each end of the information circuit. b) Strong encryption means that level necessary to comply with the FBI/CJIS Security Policy of August 2000, DES (Digital Encryption Standard) using a 128 bit key.

“FBI”: Federal Bureau of Investigation.

“Footprint”: The area of the earth’s surface where signal strength to and from radio satellite equipment is sufficient for the reliable, continuous conduct of radio-based communications.

“Mobile Communications”: Communications to and from a variety of vehicles including but not limited to police, sheriff and fire units, aircraft, boats, highway construction and maintenance equipment, executive automobiles, emergency medical responder units, and system maintenance service vehicles.

“NCIC”: National Crime Information Center.

“NMLETS”: New Mexico Law Enforcement Telecommunications System.

“PBX”: Private Branch Exchange. The State of New Mexico owns and operates a number of telephone switches which service state employees and interface into the national PSTN.

“PCS”: Personal Communications Services.

“PSTN”: Public Service Telephone Network.

“PTT”: Push to Talk. The keying of the radio by manual activation of the transmit button or switch on the radio or microphone. This action activates the transmitter.

“Rural”: Within the context of this RFP, Rural means areas within New Mexico where terrestrial based commercial telecommunications services available in metropolitan and major highway corridors are not available.

“Satellite”: An electronic communications relay device in orbit around the earth.

“State”: The State of New Mexico.

“**State Wide**”: Inclusive of all land and water surfaces within the boundaries of the State of New Mexico.

“**TCP/IP**”: Transmission Control Protocol/Internet Protocol.

“**VEHICLE REPEATER SYSTEM (VRS)**”: A radio system allowing a person using a portable (hand held) radio to operate the main radio in his/her vehicle via a repeater also located in the vehicle. A typical configuration employs a UHF portable through a UHF/VHF cross band repeater to the vehicle’s VHF radio. The purpose is to allow the person using the portable to communicate with the same distant points he/she could if he/she were using the main vehicle radio.

G. EXTENT OF PURCHASES

The Bureau anticipates a number of State* agencies and other authorized bodies will subscribe to satellite based wireless Mobile Data, Two-Way Radio Voice, Automatic Vehicle Location, Telephone Interconnect, Rural Areas Data and Rural Areas Paging during the life of the agreement(s).

However, this Request for Proposal will be the basis for an INDEFINITE QUANTITY PRICE AGREEMENT with no promise of minimum quantities to be purchased. At this time it is not possible to list all the specific individual agency requirements.

H. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library containing the following:

1. Procurement Regulations, 1NMAC5.2: <http://www.state.nm.us/spd>

SECTION II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and specifies general conditions governing the procurement.

The Procurement Manager will make every effort to adhere to the following schedule: All dates are for the year 2006.

Action Responsibility		Date
1. Issue of RFP	Evaluation Committee & SPA	August 25
2. Pre-Proposal Conference	Evaluation Comm. & Potential Offerors	August 30
3. Distribution List Response	Potential Offerors	August 30
4. Deadline to Submit Additional Questions	Potential Offerors	Sept. 5
5. Response to Written Questions/RFP Amendments	Evaluation Committee	Sept. 8
6. Submission of Proposal Deadline	Offerors	Sept. 28
7. Proposal Evaluation Through	Evaluation Committee	Oct. 6 thru
8. Selection of Finalists	Evaluation Committee	Oct. 12
9. Best and Final Offers from Finalists	Offerors	Oct. 12
10. Product Demonstrations/Testing & Oral Presentation	Offeror & Evaluation Committee	Oct. 16-20
11. Agreement Award	SPA	Oct. 27
12. Finalize Agreements	SPA/Offerors	Nov. 2
13. Protest Deadline	Offerors	Nov. 17

B. EXPLANATION OF EVENTS

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

1. Issue of Request for Proposals.

This RFP is being issued by the Communications Division, Radio Maintenance Bureau and the State Purchasing Division of the General Services Department. Additional paper copies of the RFP can be obtained from the Procurement Manager. The Procurement Manager can also provide the RFP in electronic form via E-Mail. In case of differences between copies, the paper master copy of the RFP on file in the State Purchasing Division will prevail.

2. Pre-Proposal Conference.

A pre-proposal conference will be held on August 30th, 2006 at 10:00 AM, Mountain Daylight Time, in Montoya Building, Bid Room, 1100 St. Francis Dr. Santa Fe, New Mexico. Previously submitted written questions from potential offerors will be answered at this meeting. Potential offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I Paragraph C). The identity of the organization submitting the question(s) will not be revealed.

Additional written questions may be submitted at the conference. Oral questions may be asked at the conference. The additional written questions and oral questions will be discussed at the conference but the formal answers will follow in writing. Attendance at this conference is not a prerequisite for submission of a proposal.

3. Distribution List Response Due.

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "**Acknowledgment of Receipt of Request For Proposals Form**" that accompanies this document (see Appendix A) to have their organization name placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 p.m. Mountain daylight time.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

4. Deadline to Submit Additional Written Questions.

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified on the Procurement Schedule. All written questions must be addressed to the Procurement Manager (see paragraph I.E.).

5. Response to Written Questions/RFP Amendments.

The written responses to written questions and any RFP amendments will be available via E-Mail upon request to the Procurement Manager however an Acknowledgment of Receipt Form return is still required.

Potential offerors will be given five (5) days from the date of issuance to seek clarification of the written response to questions and amendments.

6. Submission of Proposal.

All offeror proposals must be received for review and evaluation by the Procurement Manager or designee **NO LATER THAN 2:00 P.M.** Mountain Daylight Time on **September 28th, 2006.**

Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal. Proposals must be addressed or delivered to the attention of the Procurement Manager at the following address:

Mail:

Communications Division, Radio Maintenance Bureau
P.O. Drawer 26110
Santa Fe, New Mexico, 87505
Attn: Larry P. Martinez

Delivery:

Communications Division, Radio Maintenance Bureau
4491 South Cerrillos Road
Santa Fe, New Mexico, 87507
Attn: Larry P. Martinez

Proposals must be labeled on the outside of the package to indicate clearly that they are in response to the **Satellite Based Wireless Communication Services and Equipment Request for Proposals.** Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations which submitted proposals. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any proposal shall not be disclosed to competing offerors during the evaluation process.

7. Proposal Evaluation.

The evaluation of proposals will be performed by an Evaluation Committee composed of representatives of the state* and other governmental entities. This process will take place between the dates specified on the Procurement Schedule. During this time, the Evaluation Committee may, at its option, initiate discussions with offerors who submit responsive or potentially responsive proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

8. Selection of Finalists.

The Evaluation Committee will select and notify the finalist offerors on the date specified on the Procurement Schedule. Non-finalists will also be notified. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Demonstration and Testing Agenda.

To ensure that finalist offerors have an equal opportunity for adequate preparation, the Procurement Manager will distribute to all Offerors the Demonstration and Testing Agenda on October 12th, 2006. The demonstration and testing agenda will identify the capabilities* to be demonstrated and tests and data collection to occur during the demonstration and testing. This material will be the foundation for the evaluation of the demonstration and testing phase of the procurement. The Evaluation Committee may, at its option, require that an offeror demonstrate any function, product interoperability or system capability included in the offeror's proposal.

10. Best and Final Offers From Finalists.

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date specified on the Procurement Schedule.

11. Award.

After review of a favorable Evaluation Committee Report, the State Purchasing Agent will award the Agreement(s) for each Capability on the date specified on the Procurement Schedule, although the SPA reserves the right to adjust the award date.

The agreement shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

The agreement award is subject to the successful completion of the price agreement and related requirements.

12. Protest Deadline.

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the award and will end as of close of business on November 17, 2006. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be addressed and delivered as follows:

**Mr. Mike Vineyard
STATE PURCHASING AGENT
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87502**

**Mailing Address:
P.O. Drawer 26110
Santa Fe, New Mexico 87502-0110**

Protests received after the deadline will not be accepted.

13. Finalize Price Agreements.

Price agreements will be finalized with the offerors who were awarded price agreements during this period. The selected Offerors will be given an opportunity to make final adjustments to their Equipment and Services Schedules during this period and reflect new product announcements and price reductions. Three copies of the signed price agreements, one hard and one diskette copy of the adjusted Equipment and Services Schedule must be delivered to SPA staff by the date established in the procurement schedule.

C. Oral Presentation, Product Demonstrations & Testing.

a. General.

Evaluation Committee members must be confident that offerors thoroughly understand the intent and scope of the procurement. They must also be confident that proposed equipment, systems, and services meet both RFP specifications and offeror claims. To reach these goals, an oral presentation and product demonstrations by offerors, and technical parameter testing as a mutual effort by offerors and state* personnel, are reasonable steps. The depth and level of detail of product demonstrations and technical parameter testing will be defined by the Evaluation Committee after evaluating submitted proposals and will be specified in the Demonstration and Testing Agenda. Oral presentations are mandatory but their depth and level of detail of is largely at the discretion of the offeror as modified by questions by the Evaluation Committee during the presentation. Most oral presentations can be completed within one hour. Any presentation visual aids, handouts, projection slides, computer generated projections and the like become an integral part of the offerors' proposals and must be provided to the Evaluation Committee.

b. Operational Performance Tests.

At the option of the State of New Mexico, operational performance testing of proposed systems serving mobile clients may be conducted. Offeror participation in such tests shall be at no cost to the State of New Mexico. Rural Areas Data is not included in mobile operational testing. Rural Areas Data is addressed separately in subparagraphs (8) and (9) below. The nature of the tests are also at the option of the state*. The tests may be conducted in their entirety or in any combination, again at the option of the state*. These tests shall be conducted in a mixture of operational environments, with vehicles moving and stopped, with other capability* services (Mobile Data, Two Way Radio Voice, AVL, Telephone Interconnect, and Rural Areas Paging as available) simultaneously working and not working. If weather variables are available during the test period, they will be factored in. If practical, simultaneous testing of multiple capabilities will be accomplished. Interoperability between vendor(s)equipment may also be requested.

If invoked, Operational Performance testing of the various mobile systems/subsystems will consist of the following:

(1) Mobile Data – Level One Testing:

a) The exchange of E-Mail messages of not less than 100 characters each between mobile units anywhere in the state* as well as between mobile units and fixed units anywhere in the state*, including locations presently served by the General Services Department's internal MS OUTLOOK E-Mail system (or other agency's e-mail system). No more than one errored character per 10 messages will be permitted. A minimum of twenty message exchanges between and among mobile and fixed units is required. Offeror may recommend or provide the messages/file(s) to be transferred. Offeror may recommend additional testing procedures and necessary equipment to both prove data speeds are as expected and to detect and quantify degraded service.

b) Mobile units anywhere in the state* must be able to access CJIS*, NMLETS, and NCIC*. No more than one errored character per 10 transactions will be permitted. A minimum of twenty request and response transactions between and among mobile and fixed units is required. (This test will require the permission and cooperation of DPS data communications managers.)

(2) Mobile Data – Level Two Testing:

a) In the event Mobile Data – Level One Testing produces results unsatisfactory to the state*, Offeror and state* technical personnel will cooperate to develop and conduct tests which will more definitively demonstrate the quality and functionality of the Mobile Data offering.

(3) Two Way Radio Voice - Level One Testing:

- a) Radio checks. The radio checks shall consist of voice conversations between mobile units anywhere in the state* as well as between mobile units and fixed units anywhere in the state* with state* employee operators at both ends recording their evaluation of the quality of the call (loud and clear, weak but readable, unreadable, etc.).

(4) Two Way Radio Voice - Level Two Testing:

a) In the event Two Way Radio Voice – Level One Testing produces results unsatisfactory to the state*, Offeror and state* technical personnel will cooperate to develop and conduct tests which will more definitively demonstrate the quality and functionality of the Two Way Radio Voice offering.

(5) Automatic Vehicle Location - Level One Testing:

a) AVL tests shall consist of at least three land based mobile units moving anywhere in the state*. State* employees in CAD equipped dispatch centers* shall observe the screen indicators/icons/blips representing the test mobile units, determining whether or not the mobile units appear to be correctly located on the map display, that is, following map display highways, roads and streets and displaying correctly in relation to map landmarks. Randomly, the mobile units will stop, take position readings by GPS, and communicate with dispatch center* personnel to determine whether the GPS readings and the map display location coincide. Results of observations and GPS/map comparisons shall be recorded.

b) Offeror may also recommend testing procedures and necessary equipment to both prove AVL operation and to detect and quantify degraded service.

(6) Automatic Vehicle Location - Level Two Testing:

a) In the event Automatic Vehicle Location – Level One Testing produces results unsatisfactory to the state*, Offeror and state* technical personnel will cooperate to develop and conduct tests which will more definitively demonstrate the quality and functionality of the Automatic Vehicle Location offering.

(5) Telephone Interconnect - Level One Testing:

a) Telephone Interconnect services testing shall consist of at least three land based mobile units moving anywhere in the state*. State* employees in the mobile units shall call other state* employees in various locations around the state* with the employees at both ends recording their evaluation of the quality of the call (loud and clear, weak but readable, unreadable, noisy, etc.). A minimum of ten test calls will be made within the state*, including calls to other mobile units equipped with Telephone Interconnect equipment. A minimum of 3 calls shall be made to random locations in other states. The state* employee will record the quality evaluation for both ends of the call.

(6) Telephone Interconnect - Level Two Testing:

a) In the event Telephone Interconnect – Level One Testing produces results unsatisfactory to the state*, Offeror and state* technical personnel will cooperate to develop and conduct tests which will more definitively demonstrate the quality and functionality of the Telephone Interconnect offering.

(7) Rural* Areas Paging - Level One Testing:

a) Rural* Areas Paging testing shall consist of dialing the appropriate code for specific paging devices and recording whether or not the page was received accurately every attempt. A minimum of

30 attempts will be made to paging devices located anywhere in the state*. Ten test paging devices shall be in an outdoor, unobstructed location. Ten test paging devices shall be in vehicles, both moving and stationary. Ten test paging devices shall be in typical New Mexico dwellings or office buildings, that is, wood frame or adobe construction with stucco or wood exteriors. No tests are necessary within reinforced concrete or metal structures. 100% success rate is expected to outdoor units. At least 80% success is expected within vehicles and buildings. There is no level two testing for Rural Areas Paging systems.

(8) Rural* Areas Data - Level One Testing:

a) Rural* location installations anywhere in the state* must be able to access distant location mainframe and LAN server applications as needed. Connectivity shall be via the offeror's infrastructure through state* network interface(s). No more than one errored character per 100 transactions will be permitted. A minimum of 100 request and response transactions between remote and the central location is required.

b) The exchange of E-Mail messages of not less than 100 characters each between mobile units anywhere in the state* as well as between rural* locations and the central location* including locations presently served by the General Services Department's internal MS OUTLOOK E-Mail system (or other agencies' e-mail systems). No more than one errored character per 10 messages will be permitted. A minimum of twenty message exchanges between and among rural* locations and the central location* is required. Offeror may recommend or provide the messages/file(s) to be transferred. Offeror may recommend additional testing procedures and necessary equipment to both prove data speeds are as expected and to detect and quantify degraded service.

(9) Rural* Areas Data - Level Two Testing:

a) In the event Rural* Areas Data – Level One Testing produces results unsatisfactory to the state*, Offeror and state* technical personnel will cooperate to develop and conduct tests which will more definitively demonstrate the quality and functionality of the Rural* Areas Data offering.

D. General Requirements.

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, GSD Rule 93-601.

1. Acceptance of Conditions Governing the Procurement.

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

2. Incurring Cost.

Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the offeror.

3. Amended Proposals.

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

4. Offeror's Rights to Withdraw Proposal.

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

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

5. Proposal Offer Firm.

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

6. Disclosure of Proposal Contents.

The proposals will be confidential until the Agreement(s) are awarded by the State Purchasing Agent. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following paragraph.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the SPA shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

7. Right to Publish.

Throughout the duration of this procurement process and agreement term, potential offerors, offerors and contractors must secure from the SPA written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent agreement. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the agreement.

8. Termination.

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

9. Legal Review.

The SPA requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

10. Governing Law.

This procurement and any **Price Agreement** with offeror(s) that may result shall be governed by the laws of the State of New Mexico.

11. Basis for Proposal.

Only information supplied by the Procurement Manager in writing or in this RFP should be used in the preparation of offeror proposals.

12. Agreement Terms and Conditions.

The agreement terms and conditions which will be incorporated in all agreements as a result of this procurement are shown in Appendix B, "Agreement Terms and Conditions, Satellite Based Wireless Communication."

The SPA reserves the right to negotiate with the successful offerors provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented and successful offeror's proposal will be incorporated into the agreement.

Should an offeror object to any of the SPA's terms and conditions, as contained in this section or in Appendix B, that offeror must propose specific alternative language that would be acceptable to the SPA. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable and may result in disqualification of the offeror's proposal.

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

13. Offeror's Terms and Conditions.

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in an agreement negotiated with the SPA.

14. Deviations.

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the SPA staff and the successful offeror and shall not be deemed an opportunity to amend the offeror's proposal.

15. Offeror Qualifications.

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements as specified within this RFP. The Procurement Manager will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Section 13-1-83 and 13-1-85 NMSA 1978.

16. Right to Waive Minor Irregularities.

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

17. Change in Offeror Representatives.

The SPA reserves the right to require a change in offeror representatives if the assigned representatives are not, in the opinion of the SPA, meeting the needs of the State of New Mexico adequately.

18. Number of Contractors.

It is the intent of the SPA to award **Price Agreements** for Satellite Based Wireless Communication, categories Mobile Data, Two-Way Radio Voice, Automatic Vehicle Location, Telephone Interconnect, Rural Areas Paging and Rural Areas Data, Services and Equipment sufficient to obtain the best coverage* of the state* possible.

19. Other Procurements.

This procurement process and the agreements that may result there from shall in no way limit or restrict the SPA's ability to conduct other procurements or to accept selected GSA contracts as the basis for additional price agreements for computer or communications equipment, software or services even though the equipment, software or services may overlap the offerings that are contained on contractor Equipment and Services Schedules.

20. Equipment and Services Schedules.

Offerors may supply only services and equipment that are included on their individual Equipment and Services Schedules. The items included on an offeror's ESS must be within the scope of this procurement and of the category or categories in which award was made.

21. No Obligation.

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until confirmed by a written purchase order.

22. Notice to Potential Offerors.

Notice - The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. **In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities and kick-backs.**

23. FCC Certification.

Where FCC has established requirements, all equipment identified in the offeror's proposal or included in the Equipment and Services Schedule must have been certified to comply with the radio emission limits for Class A or B devices by the Federal Communications Commission at the time of proposal submission or addition to the ESS. Equipment specifically designed for transportability such as portable and laptop computers must be certified for compliance with the limits for a Class B device. Falsely claimed or expired FCC certifications are grounds for disqualifying an offeror's proposal or for termination for cause of any agreement resulting from this procurement.

24. Subcontractors.

The proposed use of subcontractors must be clearly explained in the proposal. The primary contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Procuring agencies will make payments to only the prime contractor.

25. Evaluation Process.

Paragraphs 26. through 30. describe the general evaluation process for this RFP.

26. Compliance with Mandatory Requirements.

All proposals will be reviewed for compliance with the mandatory requirements as contained within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

27. Requests for Offeror Clarifications.

The Evaluation Committee may at its option contact the offeror for clarification of the response as specified in paragraph II.B.7.

28. External Information Sources.

The Evaluation Committee may use other sources of information in proposal evaluation as specified in paragraph II.D.15.

29. Price Evaluation Formula.

Each category of this procurement requests offerors to propose technical solutions or specific products and services for which price evaluation points will be awarded. In order to ensure uniform comparison of offeror pricing, the following formula will be used for computation of pricing points whenever evaluation points are awarded for price:

$$\text{Offeror's Points} = \frac{\text{Lowest Responsive Offer Price}}{\text{This Offeror's Price}} \times \text{Maximum Points}$$

For further evaluation formulas, see the appropriate evaluation sections.

30. Selection of Finalists.

Responsive proposals will be evaluated on the items in Sections IV through VI which have been assigned a point value. The responsible offerors with the highest scores will be selected as finalists based upon the proposals submitted. Finalist offerors who are asked to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentation and product demonstrations, if required, will be added to the previously assigned points to attain final scores. The finalist offeror(s) within each category with the most advantageous proposal(s) will be recommended to the SPA for award as specified in paragraph II.B.11, AWARD.

SECTION III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the offerors response. Brief, concise narrative descriptions should be used to address specific requests within the RFP. All responses on the response forms must refer to a specific statement within the offerors response. Offeror(s) shall provide responses to all mandatory specifications contained in the RFP. These shall be in the form of a written narrative with references to specification sheets when they would better explain or clarify the response.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal per Capability*. Proposals for each capability* must be complete, even if material is duplicated between proposals submitted in response to more than one capability*.

B. NUMBER OF COPIES

Offerors shall organize their proposal into 3 separate binders as indicated in paragraph III.C-1. Offerors shall deliver five (5) identical copies of their proposal (binder 1), two (2) copies of the cost proposal (binder 2), and two (2) copies of supporting technical documentation (binder 3) to the location specified in Section II.B.6 on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten or word processor generated on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Offerors shall organize their proposal into 3 separate binders as indicated in paragraph III.C.1.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- | | | |
|----|---|------------|
| a) | Letter of Transmittal | (Binder 1) |
| b) | Table of Contents | (Binder 1) |
| c) | Proposal Summary (optional) | (Binder 1) |
| d) | Response to Technical Specifications | (Binder 1) |
| e) | Completed Technical Response Forms | (Binder 1) |
| f) | Response to Business Specifications | (Binder 1) |
| g) | Response to Terms and Conditions | (Binder 1) |
| h) | Offeror's Additional Terms and Conditions | (Binder 1) |
| i) | Completed Cost Response Form | (Binder 2) |
| j) | Other technical documentation | (Binder 3) |
| k) | Equipment and Services Schedule | (Binder 3) |
| l) | Other Supporting Material | (Binder 3) |

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

All discussion of proposed costs, rates or expenses must occur only in binder 2 with the cost response form.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials should be included as items under tab (I), "Other supporting material" in binder 3.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization;
- b) identify the name, email address and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title, email address and telephone number of the person authorized by the organization to negotiate the agreement for the organization;
- d) identify the names, titles, email address and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph D.1;
- f) be signed by the person authorized to contractually obligate the organization;
- g) acknowledge receipt of any and all amendments to this RFP.

SECTION IV. TECHNICAL SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS - GENERAL

The following six technical specification sections contain much redundant language concerning the capabilities* desired. The redundant language is included because it is possible that any one offeror may not wish to propose all six capabilities*. Another reason is that the specifications for each Capability* contain many differences. The redundant wording allows offerors to focus on the specifications for the capabilities* they wish to offer. Specification cross referencing will not be necessary and response organization is simplified. Offerors shall make a declaration in response to each specification as to whether or not their offer meets or does not meet the specification, or does not meet the specification but extenuating circumstances apply, with explanation. (Also see Appendix E, Mandatory Items Worksheet.) Narrative responses to each specification should not exceed 100 words but longer responses are permitted where the additional wording will clarify the subject or improve understanding. These technical specifications describe functionality and are not specifications for specific hardware.

The six capabilities* desired may be offered as separate systems or in combination. If offered in combination, written responses must be complete for each category in accordance with Section III, paragraph A. The Proposal Cost Review Form, Appendix C must also be complete.

The CAD administrator at the Department of Public Safety is Ms. Veronica Garcia, who may be reached at 505-827-9588, and E-Mail veronica.garcia2@state.nm.us. Offerors planning to respond to this mobile data RFP should contact the procurement manager as to how the two relate. It's possible that certain technical interface parameters between the two will be required.

B. TECHNICAL SPECIFICATIONS - Mobile Data - Mandatory:

(Subparagraphs 1 through 44 contain the mandatory Mobile Data specifications.)

1. The bit stream (raw data, on-the-air keying rate) to and from vehicles shall be not less than 9600 bits per second (additional evaluation points are available for faster rates. See Appendix D, "Points Award Form"). Offeror shall also explain the actual throughput of the offered system under normal field conditions, from data input device to data output device. Throughput shall be expressed as a bits or bytes per second figure, a throughput figure and the amount of time it takes to accomplish a file transfer (from which a bytes per second figure can be calculated). (See Section II, Conditions Governing The Procurement, subparagraph C for testing details. Also see Appendix F, Data Rates Worksheet.)

(NOTE: Full duplex data exchange is assumed, that is, if permitted by applications software, data bits flow through the proposed system in both directions, simultaneously, without interfering with each other or one having to wait for the other. If the proposed system operates differently, offeror must explain.)

2. All equipment proposed for sale pursuant to this RFP will be new and unused when delivered.

3. If data compression and/or encryption* techniques are used, offeror shall explain the effect of either/each on data throughput.

4. If data compression techniques are used, offeror shall explain if they may be disabled and enabled at the vehicle operator's choice and, if so, the effect of such disabling on data throughput.

5. Offeror shall explain encryption* techniques used, if over the air rekeying (key exchange) of the cipher code is a normal operating procedure. If over the air rekeying is used, offeror shall explain how communications to all units are maintained during the time it takes to rekey all units in a system (of, say, 750 units) and whether or not all units in a system are assigned a common key or all units have unique keys. Or, whether each transmission develop its own key exchange.

6. Single points of failure must be non-existent or absolutely minimized. Offeror shall explain the fault tolerance parameters of customer premise/customer vehicle equipment offered. Specifically address single points of failure, redundant modules and circuitry, and any hot standby capabilities. Offeror shall define test methods and procedures which will prove the operation of such redundant modules, circuitry, and any hot standby capabilities. Specify time interval(s) for failure recovery. Such test methods and procedures may be applied during the equipment test and acceptance phase of this RFP, at the state's* option.

7. The loss of functionality for more than minimal durations is unacceptable although an interruption of a few minutes while services are switched to backup facilities may be tolerated. Offeror shall explain the fault tolerance parameters of the system infrastructure offered. Specifically address single points of failure, especially the satellite itself and the ground control station, redundant modules and circuitry, alternate traffic routings, and any hot standby capabilities. Specifically address control channel (if used in the proposal) failure. Specify time interval(s) for failure recovery. Offeror shall define test methods and procedures which will prove the operation of backup satellites, alternate ground stations, redundant modules, circuitry, alternate traffic routings, and any hot standby capabilities. Such test methods and procedures may be applied during the equipment test and demonstration phase of this RFP, at the state's* option.

(Example - Most probably offerors will specify certain equipment to be mounted in the vehicle which would communicate through the offeror's satellite and ground station infrastructure to the client's fixed location or another vehicle. Item 7 addresses the offeror's system infrastructure.)

8. Offeror shall explain to what standards the vehicle mounted equipment necessary for mobile data has been constructed/configured (e.g., APCO 25, a proprietary standard, other).
9. Offeror shall explain whether or not the vehicle mounted equipment necessary for mobile data can be disabled remotely (over the air) by the system administrator (network control operator, system manager). If over the air disable/enable functions are provided, provisions must exist so that no one except the system administrator(s) have the capability to disable user's radio. Disabled radios must not receive or transmit.
10. The vehicle mounted equipment necessary for mobile data shall:
 - a. be powered from the vehicle's electrical system (12Volt DC, negative ground). An operator selectable method shall be provided whereby the mobile data will continue to operate whether or not the vehicle's engine is running.
 - b. not emit electro-magnetic radiation harmful to the vehicle operator nor shall it cause electronic interference with existing equipment installed in vehicles (such as two-way radio, television camera, gun rack, siren and light controls, ABS [automatic braking system], and other factory installed electrical, radio and computer components).
 - c. be suitable for installation in a current model Ford Crown Victoria trunk and shall be capable of being installed there (excepting operator equipment). All operator equipment shall be suitable for mounting in the front seat area of a current model Ford Crown Victoria. Operator ease of use is of the essence. Mounting shall be such that undue physical interference with other police equipment also mounted in the front seat area (such as two-way radio, television camera, gun rack, siren and light controls) does not occur. Offerors must explain how their installation recommendations take into account the presence of vehicle safety air bags. NOTE: Although this is a mandatory item, the state* is open to discussion regarding mounting options. Offerors may request variances regarding equipment mounting. State* technical personnel will evaluate such requests and approve or disapprove. The state* decision shall be final.
 - d. not be susceptible to electro-magnetic interference from any factory installed electrical, radio and computer components).
11. The radio antenna and any other external (to the vehicle) components associated with vehicle mounted equipment necessary for mobile data shall be weather and water proof to 125 mile per hour driven rain at the rate of one inch accumulation per hour for surface vehicles and 200 knots for aircraft. If specialized antennas/antenna housings are recommended for aircraft, so state.
12. The radio antenna and any other external (to the vehicle) components associated with vehicle mounted equipment necessary for mobile data shall not deteriorate from exposure to weather and sunlight for a period of

ten years. For this specification, deterioration is defined as changes effecting the transmission and reception of radio signals at the frequency of operation, cracking or discoloration of components visible from a distance of 3 feet, and/or changes degrading the weather and water proof specification paragraph 11 above.

13. All cabling and wiring, including connectors, associated with vehicle mounted equipment necessary for mobile data shall be of durable construction and assembly such that a ten year service life is routine.

14. The vehicle mounted equipment necessary for mobile data shall be modular in design such that any specific major component (transmitter, receiver, mobile data computer, antenna) can be removed and a replacement installed by a state* technician in a 15 minute session.

15. Any proposed mobile data system must primarily interface with the CAD system presently in use. Interface with existing state* host and server computers, presently consisting of Compaq Alpha servers and Sun Micro Systems computers, may also be necessary. Software includes Oracle 8i, Tru64Unix, Windows NT, Windows 2000 and Windows XP..

(Also see Technical Specifications – General, Note 1, CAD Procurement.)

16. The vehicle mounted equipment necessary for mobile data shall not interfere (radio/electromagnetic radiation) with another vehicle similarly equipped when two (or more) vehicles are parked within 3 feet of each other.

17. The vehicle mounted equipment necessary for mobile data should provide reliable data communications regardless of vehicle positioning with respect to compass headings.

18. Offeror shall explain and diagram signal flow for Mobile Data Communications*. Show in block (logical) diagram form all hardware and points through which signals flow. If more than one Capability* is provided through the same path, discuss how the bit stream associated with each Capability* is channelized or interleaved.

19. Mobile data services shall maintain session connectivity despite the mobile unit moving anywhere within the offeror defined coverage* areas of the state*.

20. Offeror shall explain the number of channels (or frequency or time division slots) available in each type radio proposed.

21. The transport protocol for moving data shall be TCP/IP (Internet Protocol).

22. Offeror shall explain the technology used to establish data connections in the system being proposed. That is, is data circuit switched, packet switched, or other. If other, explain.

23. Offeror shall explain the derivation of system timing and frequency stability in the system being proposed. Discuss alternatives in case of primary timing source loss. Discuss any timing and frequency stability requirements necessary to successfully interface with client's equipment/systems.

24. Offeror shall explain how data traffic is addressed for various exchange options – car to car, car to dispatch center*, car to host data base and vice versa. Also explain addressing options – single unit, all units broadcast,

predetermined group broadcast, and any others. Explain how predetermined groups are established or modified, who may do it, and how much time is required.

25. Proposed mobile data system shall support unit and group addressing. There shall be sufficient available discrete unit identifications and discrete group identifications to accommodate at least 2000 mobile field units plus at least 50 fixed site locations.

26. Offeror shall clearly describe or provide photographs of the equipment proposed.

27. Offerors shall describe software licensing arrangements, if any, that are necessary to operate the mobile data offered, both in the vehicles and at the fixed locations. Detail how version upgrades would be handled, that is, must all installations in the network be upgraded simultaneously, can future upgrades for an indefinite period be purchased with the initial system procurement, can upgrades be ignored at the client's option without impacting system operation, and can individual units within the system operate at different version levels? Will mobile data software changes adversely impact the interface with client owned host computers?

28. Offerors shall describe equipment installation, maintenance and removal options available to the client. Provide first year costs (on Proposal Cost Response Form, Appendix C).

(NOTE: The State of New Mexico presently operates five radio and microwave service and repair shops. Our customary method is that vehicle and fixed site equipment is shipped to a designated location for installation by our technicians. Likewise, state* technicians diagnose problems and repair or replace equipment. Defective units not immediately repairable are shipped to a manufacturer's designated repair facility or, in some cases, a repair facility on contract to the state*. However, the state* is open to proposals for offeror operated installation, repair and maintenance facilities.)

29. Offerors shall specify recommended test equipment necessary to diagnose and isolate problems to either system problems or customer premise devices/modules/printed circuit boards.

30. Offerors shall describe the method by which offered mobile data equipment is configured, channelized, and otherwise prepared/initialized for operation. That is, are the necessary settings/configurations accomplished through external manual switches or knobs, accomplished through internal manual switches or knobs, or through software downloads using a PC or laptop computer?

31. Offerors shall describe their customary procedures and methods for developing mobile data addressing plans. That is, do clients provide IP addresses, does the offeror provide the IP addresses, and what flexibility options, if any, are offered.

32. Offerors shall list test equipment devices necessary to test for proper operation of the mobile data transport medium and to diagnose problems that may arise. Include a statement as to whether or not the mobile data circuits proposed may be included in a client owned network management system (for example, HP OpenView).

33. Offerors shall explain what levels of technical assistance are available, if needed, at client locations. Discuss response time both during normal business hours and non-business hours. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

34. Offerors shall explain what levels of technical assistance are available via telephone or e-mail exchanges. Discuss availability both during normal business hours and non-business hours. Specifically address the length of time a client would be kept on hold during offeror's normal busy hours and whether or not busy signals are frequently encountered by callers. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

35. Offerors shall explain how technical assistance will be managed for such system administration functions including activating and disabling mobile and portable units remotely as might become necessary, upgrading software versions, and maintaining IP and other address lists. If any such functions are viewed as customer responsibility issues, so state*. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

36. Equipment installed in client provided vehicles and fixed locations must be suitable for extreme service and the high reliability required for continuous duty. That is, the equipment must function reliably at temperatures over a range of -30 to +150 Fahrenheit as measured at the point where the equipment is installed. The equipment must resist shock, vibration, humidity and dust (see MIL-810D).

37. Offerors shall explain session set up time (the elapsed time from a user in a vehicle initiating a data circuit connection request until the host computer accepts the connection and traffic.) Offerors shall also explain session disconnect times (the elapsed time from a user in a vehicle initiating a data circuit connection until system resources are available to process another data circuit connection.) If such 'sessions' are used as a basis for billing, include in Proposal Cost Response Form, Appendix C.

38. The proposed system shall provide effective and efficient wide area communications across the entire State of New Mexico, allowing the operator to roam without any required manual switching or changing of channels.

39. All radios must receive all messages addressed to it. Offerors shall explain how this is achieved if a message is addressed to a unit that is turned off, is transmitting or is out of range.

40. Busy hour queuing of message traffic is acceptable but no message shall be in queue for over 60 seconds. Offerors shall certify this is the case.

41. All equipment within the proposed system shall be solid state.

42. Any proposed mobile data system shall "track" users as they roam throughout the state*. This is to allow messages to reach the appropriate radios, regardless of where they are in the system.

43. Proposed solutions must provide for user authentications, such as password protections, for client premise devices both in mobile units and at fixed locations. Offers shall describe.

44. Offerors shall explain their experiences with interference problems (radio frequency, on-the-air, intermodulation and mixing), both with other systems interfering with the proposed system and the proposed system interfering with other systems.

45. Offerors shall explain the interoperability between their equipment and any other potential vendors equipment.

C. TECHNICAL SPECIFICATIONS - Mobile Data – Desirable (additional points possible):

(Subparagraphs 1 through 19 contain the desirable Mobile Data specifications.)

1. The maximum possible coverage* of the New Mexico surface area is desired. Offerors should explain the coverage* provided by their proposed system and define it in a percentage form. Since coverage* is a key determinant, offerors should be as complete and precise as possible, keeping in mind the quality specification for each Capability*. Evidence in the form of maps, drawings, test equipment readings, graphs, signal strength profiles and curves, and photographs are acceptable and encouraged. The state* may require that the data provided and coverage* percentage claims be validated through field tests during the demonstration and testing phases of proposals evaluation.
2. The vehicle mounted equipment necessary for mobile data should include self test features or software such that failures in major components (transmitter, receiver, mobile data computer, cable set, antenna) are reliably detected and the defective component identified.
3. The system proposed for mobile data should provide reliable data communications at all speeds up to 120 miles per hour for surface vehicles and 160 knots for aircraft.
4. The proposed mobile data system should support 3rd party data applications.
5. The vehicle mounted equipment necessary for mobile data should not reset or otherwise interrupt service when the vehicle engine is turned off and restarted.
6. The number of vehicle antennas, cable sets within the vehicle, and number of operator interface devices necessary to support the capabilities* should be minimized. Specify.
7. A priority system whereby defined public safety users are afforded precedence over other users during emergency situations is desired. Offerors should explain whether or not multiple priorities are available for mobile data traffic, how the priority structure and procedures would work, and additional costs, if any. (If these priority features are an added cost item, include costs on Proposal Cost Response Form, Appendix C).
8. Offerors should explain the level of service remaining available to users during extremely heavy traffic conditions as often encountered during emergency situations (natural disasters, wildfires, mass causality incidents, riots, storms, for example) and how such level of service will be guaranteed. Is the proposed system subject to overloading now or in the foreseeable future? If our planning number of 750 mobile units and 15 fixed units were doubled, how would that growth be accommodated?
9. Offerors should explain whether or not a portable configuration is available and, if so, provide details. (We envision two possible applications: a) where all necessary equipment, including computer, battery pack, solar panel and antenna, could be backpacked in to remote areas, and b) using a wireless radio from some feet away from an associated vehicle to connect into the mobile data system using a laptop or palm held device.

Total weight should not exceed 15 or 20 pounds and dimensions should not exceed 36 inches by 18 inches by 3 inches.)

10. Simultaneous voice, data, telephone, AVL and rural areas paging use is desired. Offers should explain if simultaneous use of all six capabilities* is possible and, if not, explain what is possible.

11. Over the air programming (without the need to physically connect the radio programmer to the radio) is desirable. That is, any feature/function normally programmable from an attached PC programmer should be programmable over the air.

12. Any required in-shop programming of the mobile data radios should be via an IBM compatible computer via RS232 cables. Offeror shall specify whether or not this is the case and, if not, explain. Also state the ability of radios to accept new or upgraded software.

13. The proposed mobile data system should transparently allow use of any commercially available portable computing equipment.

14. The proposed mobile data system should incorporate system diagnostics sufficient to allow on-demand testing of every device, mobile or fixed, in the system.

15. Any proposed mobile data system should allow the state* to have some way of monitoring system performance. Offerors proposing such a management system should provide descriptions.

16. Compactness is desirable because of the restricted spaces within vehicles, aircraft and boats for the installation of equipment. Offeror shall provide the physical dimensions, in inches, of mobile data hardware devices necessary for installation in vehicles. If the mobile data hardware devices are integral to the hardware associated with other capabilities*, so state, and explain. Address both the space required in the driver's compartment and elsewhere in the vehicle (like a car trunk). (The purpose of this specification is to determine the compactness of hardware so to plan installations in restricted quarters, like a car trunk and the driver's compartment.)

17. The ability to add on devices, such as scanners to take finger prints or scan driver's licenses, photo equipment such as a digital or video camera, and printers is desirable for future applications. Offerors are invited to explain.

18. It is desirable that the mobile data communications be capable of transmitting an emergency signal (duress) from the state police mobile unit to the dispatch center(s). This could serve as backup duress functionality should the duress system inherent in the Two-Way Radio Voice* fail. Offerors are invited to explain.

19. It is desirable that data exchanges to and from vehicles be as fast as possible. Offerors should express the proposed capability as a throughput bits-per-second figure, vehicle to host and vice versa.

For proposed mobile data equipment and systems with multiple compression, encryption and simultaneous operation of multiple capabilities* functionality, the Appendix F, "Data Rates Worksheet", shall be used to organize Offeror's response to this item. Mobile data systems providing faster throughput (traffic exchange) shall be awarded additional points based upon the following formula:

$$\text{Throughput Points} = \frac{\text{This Proposal's Throughput}}{\text{Lowest Throughput (in any proposal)}} \times 5$$

[Up to a Maximum of 50 Points]

NOTE: For the purposes of this calculation, the operational mode resulting in the fastest throughput will be used.

D. TECHNICAL SPECIFICATIONS - Two-Way Radio Voice* - Mandatory:

(Subparagraphs 1 through 48 contain the mandatory Two-Way Radio Voice specifications.)

1. The vehicle mounted equipment necessary for Two-Way Radio Voice*, and the infrastructure supporting it, shall deliver voice quality generally equivalent to PSTN* service. That is, voice recognition shall be possible, noise shall not intrude on the signal, the signal shall be clear and crisp with a constant volume, no interfering signals shall be present, and there shall be no listener detectable losses of signal (dropouts). These parameters will be satisfied if the following analog specifications are met:

End-to-End Levels (volume; signal strength) Loss: Not more than 3dB.

Attenuation Distortion: 300 - 3000 Hz, no more than 12 dB loss or 3 dB gain.

500 – 2500 Hz, no more than 8 dB loss or 2 dB gain.

(Both with respect to the level measured at 1004 Hz).

Noise: The signal to noise ratio shall not be less (worse) than 25dB.

Frequency Stability: The received frequency shall not deviate from the transmitted frequency more than plus or minus 5 Hz.

Dropout: An interruption in the signal of 4 milliseconds or more.

(NOTE: Although these standards are mandatory, minor differences may be acceptable. Offerors may request a variance to the standards. State* technical personnel will evaluate such requests and approve or disapprove. The state* decision shall be final.)

2. In addition to the main equipment necessary for Two-Way Radio Voice*, a Vehicle Repeater System* must be available. All the specifications pertaining to equipment contained in this Two-Way Radio Voice* section also apply to Vehicle Repeater System* equipment. Offerors shall explain their Vehicle Repeater System* equipment, to include:

* frequency band,

* whether or not portable radios by any manufacturer in the proper frequency band will function with it,

* whether or not separate encryption* or voice security features are available for the portable-to-vehicle link,

* whether or not the main vehicle radio and the repeater are products of the same manufacturer and are designed to work together, and

* any other information that will contribute to the understanding of what is being proposed.

3. All equipment proposed for sale pursuant to this RFP will be new and unused when delivered.

4. If data compression and/or encryption* techniques are used, offeror shall explain the effect of either/each on data throughput.

5. If data compression and/or encryption* techniques are used, offeror shall explain if either/each may be disabled and enabled at the vehicle operator's choice and, if so, the effect of such disabling on traffic throughput.

6. Offeror shall explain encryption* techniques used, if over the air rekeying (key exchange) of the cipher code is a normal operating procedure. If over the air rekeying is used, offeror shall explain how communications to all units are maintained during the time it takes to rekey all units in a system (of, say, 750 units) and whether or not all units in a system are assigned a common key or all units have unique keys. Or, whether each transmission develop its own key exchange.

7. Single points of failure must be non-existent or absolutely minimized. Offeror shall explain the fault tolerance parameters of customer premise/customer vehicle equipment offered. Specifically address single points of failure, redundant modules and circuitry, and any hot standby capabilities. Specify time interval(s) for failure recovery. Offeror shall define test methods and procedures which will prove the operation of such redundant modules, circuitry, and any hot standby capabilities. Such test methods and procedures may be applied during the equipment test and demonstration phase of this RFP, at the state's* option.

8. The loss of functionality for more than minimal durations is unacceptable although an interruption of a few minutes while services are switched to backup facilities may be tolerated. Offeror shall explain the fault tolerance parameters of the system infrastructure offered. Specifically address single points of failure, especially the satellite itself and the ground control station, redundant modules and circuitry, alternate traffic routings, and any hot standby capabilities. Specifically address control channel (if used in the proposal) failure. Specify time interval(s) for failure recovery. Offeror shall define test methods and procedures which will prove the operation of backup satellites, alternate ground stations, redundant modules, circuitry, alternate traffic routings, and any hot standby capabilities. Such test methods and procedures may be applied during the equipment test and demonstration phase of this RFP, at the state's* option.

(Example - Most probably offerors will specify certain equipment to be mounted in the vehicle which would communicate through the offeror's satellite and ground station infrastructure to the client's fixed location or another vehicle. Item 8 addresses the offeror's system infrastructure.)

9. Offeror shall explain to what standards the vehicle mounted equipment necessary for Two-Way Radio Voice* has been constructed/configured (e.g., APCO 25, conventional, trunked, a proprietary standard, other).

10. Offeror shall explain whether or not the vehicle mounted equipment necessary for Two-Way Radio Voice* can be disabled remotely (over the air) by the system administrator (network control operator). Disabled radios must not receive or transmit.

11. The vehicle mounted equipment necessary for Two-Way Radio Voice* shall:

a. be powered from the vehicle's electrical system (12Volt DC, negative ground). An operator selectable method shall be provided whereby the Two-Way Radio Voice* will continue to operate whether or not the vehicle's engine is running.

b. not emit electro-magnetic radiation harmful to the vehicle operator nor shall it cause electronic interference with existing equipment installed in vehicles (such as two-way radio, television camera, gun rack, siren and light controls, ABS [automatic braking system], and other factory installed electrical, radio and computer components).

c. be suitable for installation in a current model Ford Crown Victoria, Ford Expedition, Chevy Tahoe, and Chevy impala trunk and shall be capable of being installed there (excepting operator equipment). All operator equipment shall be suitable for mounting in the front seat area of a current model's listed above. Operator ease of use is of the essence. Mounting shall be such that undue physical interference with other police equipment also mounted in the front seat area (such as two-way radio, television camera, gun rack, siren and light controls) does not occur. Offerors must

explain how their installation recommendations take into account the presence of vehicle safety air bags. NOTE: Although this is a mandatory item, the state* is open to discussion regarding mounting options. Offerors may request variances regarding equipment mounting. State* technical personnel will evaluate such requests and approve or disapprove. The state* decision shall be final.

d. not be susceptible to electro-magnetic interference from any factory installed electrical, radio and computer components.

12. The radio antenna and any other external (to the vehicle) components associated with vehicle mounted equipment necessary for Two-Way Radio Voice* shall be weather and water proof to 125 mile per hour driven rain at the rate of one inch accumulation per hour for surface vehicles and 200 knots for aircraft. If specialized antennas/antenna housings are recommended for aircraft, so state.

13. The radio antenna and any other external (to the vehicle) components associated with vehicle mounted equipment necessary for Two-Way Radio Voice* shall not deteriorate from exposure to weather and sunlight for a period of ten years. For this specification, deterioration is defined as changes effecting the transmission and reception of radio signals at the frequency of operation, cracking or discoloration of components visible from a distance of 3 feet, and/or changes degrading the weather and water proof specification 12 above.

14. All cabling and wiring, including connectors, associated with vehicle mounted equipment necessary for Two-Way Radio Voice* shall be of durable construction and assembly such that a ten year service life is routine.

15. The vehicle mounted equipment necessary for Two-Way Radio Voice* shall be modular in design such that any specific major component (transmitter, receiver, Two-Way Radio Voice* computer, antenna) can be removed and a replacement installed by a state* technician in a 15 minute session.

16. Proposed solutions must provide for user authentications, such as password protections, for client premise devices both in mobile units and at fixed locations. Offers shall describe.

17. The vehicle mounted equipment necessary for Two-Way Radio Voice* shall not interfere (radio/electromagnetic radiation) with another vehicle similarly equipped when two (or more) vehicles are parked within 3 feet of each other.

18. The vehicle mounted equipment necessary for Two-Way Radio Voice* should provide reliable voice communications regardless of vehicle positioning with respect to compass headings.

19. Offeror shall explain and diagram signal flow for Mobile Data Communications*. Show in block (logical) diagram form all hardware and points through which signals flow. If more than one Capability* is provided through the same path, discuss how the bit stream associated with each Capability* is channelized or interleaved.

20. Two-Way Radio Voice* services shall maintain session connectivity despite the mobile unit moving anywhere within the offeror defined coverage* areas of the state*.

21. Offeror shall explain the number of channels (frequency or time division slots) available in each type radio proposed.
 22. Offeror shall clearly describe or provide photographs of the equipment proposed.
 23. The transport protocol for moving digitized voice shall be TCP/IP (Internet Protocol).
 24. Offeror shall explain the technology used to establish digitized voice connections in the system being proposed. That is, is data circuit switched, packet switched, or other. If other, explain.
 25. Offeror shall explain the derivation of system timing and frequency stability in the system being proposed. Discuss alternatives in case of primary timing source loss. Discuss any timing and frequency stability requirements necessary to successfully interface with client's equipment/systems.
 26. Offeror shall explain how voice traffic is addressed for various exchange options – car to car, car to dispatch center* - and vice versa. Is unit addressing preprogrammed in a computer menu or a "speed dial" method or are verbal call signs necessary. Also explain addressing options – single unit, all units broadcast, predetermined group broadcast, and any others. Explain how predetermined groups are established or modified, who may do it, and how much time is required.
 27. Offerors shall describe software licensing arrangements, if any, that are necessary to operate the Two-Way Radio Voice* offered, both in client vehicles and at client fixed locations. Detail how version upgrades would be handled, that is, whether or not all installations in the network be upgraded simultaneously, whether future upgrades for an indefinite period be purchased with the initial system procurement, whether upgrades be ignored at the client's option without impacting system operation, and whether individual units within the system operate at different version levels.
 28. Offerors shall describe equipment installation, maintenance and removal options available to the client. Provide first year costs (on Proposal Cost Response Form, Appendix C).
- (NOTE: The State of New Mexico presently operates five radio and microwave service and repair shops. Our customary method is that purchased vehicle and fixed site equipment is shipped to a designated location for installation by our technicians. Likewise, state* technicians diagnose problems and repair or replace equipment. Defective units not immediately repairable are shipped to a manufacturer's designated repair facility or, in some cases, a repair facility on contract to the state*. However, the state* is open to proposals for offeror operated installation, repair and maintenance facilities.)
29. Offerors shall specify recommended test equipment necessary to diagnose and isolate problems to either system problems or customer premise devices/modules/printed circuit boards.
 30. Offerors shall describe the method by which offered Two-Way Radio Voice* equipment is configured, channelized, and otherwise prepared/initialized for operation. That is, whether or not the necessary settings/configurations are accomplished through external manual switches or knobs, accomplished through internal manual switches or knobs, or through software downloads using a PC or laptop computer.
 31. Offerors shall describe their customary procedures and methods for developing Two-Way Radio Voice*

addressing plans. That is, do clients provide IP addresses, does the offeror provide the IP addresses, and what flexibility options, if any, are offered.

32. Offerors shall list test equipment devices necessary to test for proper operation of Two-Way Radio Voice* circuits and to diagnose problems that may arise.

33. Offerors shall explain what levels of technical assistance are available, if needed, at client locations. Discuss response time both during normal business hours and non-business hours. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

34. Offerors shall explain what levels of technical assistance are available via telephone or e-mail exchanges. Discuss availability both during normal business hours and non-business hours. Specifically address the length of time a client would be kept on hold during offeror's normal busy hours and whether or not busy signals are frequently encountered by callers. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

35. Offerors shall explain how technical assistance will be managed for such system administration functions including setting up and modifying talk groups or channel assignments, defining, activating and deactivating tactical or emergency talk groups or channel assignments, activating and disabling mobile and portable units remotely as might become necessary, upgrading software versions and maintaining IP and other address lists. If any such functions are viewed as customer responsibility issues, so state. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

36. Equipment installed in client provided vehicles and fixed locations must be suitable for extreme service and the high reliability required for continuous duty. That is, the equipment must function reliably at temperatures over a range of -30 to +150 Fahrenheit as measured at the point where the equipment is installed. The equipment must resist shock, vibration, humidity and dust (see MIL-810D).

37. Offerors shall explain call set up time (the elapsed time from a user in a vehicle initiating a Two-Way Radio Voice* call until all call recipients can hear initiating user without voice truncation.) Offerors shall also explain call disconnect times (time from end of conversation until system resources are available to process another call).

38. The proposed system shall provide effective and efficient wide area communications across the entire State of New Mexico, allowing the operator to roam without any required manual switching or changing of channels.

39. The proposed system shall provide for dispatcher pre-empt of calls in progress.

40. The proposed system shall provide full duplex audio. This is, speech routinely flows through the proposed system in both directions, simultaneously, without interfering with each other or one direction having to wait for the other. This requirement stems from two reasons: One party should be able to interrupt the other in a conversation and we wish to avoid two-to-four wire conversions (hybrids) anywhere in the system.

41. If turned on and within the offeror defined coverage* areas of the state*, all radios must receive all calls addressed to it. Offerors shall explain how that is accomplished if the intended recipient is transmitting or if a call is addressed to a unit within a talk group when that unit is communicating in another talk group.
42. Offerors shall explain how call queuing works in the proposed system if all channels are busy.
43. Only one radio at a time may transmit within a talk group. Offerors shall explain what happens if channels are keyed simultaneously either from fixed locations or mobile units. Is there automatic retry algorithm?
44. Any Two-Way Radio Voice* equipment installed state* police units must be capable of transmitting an emergency message (duress signaling) within 3 seconds of demand at any time, regardless of other traffic demands on the system. Emergency signals must be received at the dispatch center* and activate a dispatch console screen display alarm within 1 second of button/switch activation. The emergency signals must operate anywhere the mobile data and Two-Way Radio Voice* operate. The emergency signals must capable of activation both from the Two-Way Radio Voice* equipment installed state* police units and from the officer's portable (hand held) radio through the VRS*.
45. All equipment within the proposed system shall be solid state.
46. Any proposed Two-Way Radio Voice* system shall "track" users as they roam throughout the state*. This is to allow calls to reach the appropriate radios, regardless of where they are in the system.
47. Proposed Two-Way Radio Voice* system shall support unit and group calls (addressing). There shall be sufficient available discrete unit identifications and discrete group identifications to accommodate at least 2000 mobile field units plus at least 50 fixed site locations.
48. Offerors shall explain their experiences with interference problems (radio frequency, on-the-air, intermodulation and mixing), both with other systems interfering with the proposed system and the proposed system interfering with other systems.
49. Offerors shall explain their two-way equipments interoperability with other manufacturers two-way equipment. Is the two-way voice equipment proprietary to the manufacturer.

E. TECHNICAL SPECIFICATIONS - Two-Way Radio Voice* – Desirable (additional points possible):
(Subparagraphs 1 through 23 contain the desirable Two-Way Radio Voice specifications.)

1. The maximum possible coverage* of the New Mexico surface area is desired. Offerors should explain the coverage* provided by their proposed system and define it in a percentage form. Since coverage* is a key determinant, offerors should be as complete and precise as possible, keeping in mind the quality specification for each Capability*. Evidence in the form of maps, drawings, test equipment readings, graphs, signal strength profiles and curves, and photographs are acceptable and encouraged. The state* may require that the data provided and coverage* percentage claims be validated through field tests during the demonstration and testing phases of proposals evaluation.
2. The vehicle mounted equipment necessary for Two-Way Radio Voice* should include self test features or software such that failures in major components (transmitter, receiver, Two-Way Radio Voice* computer, cable set, antenna) are reliably detected and the defective component identified.
3. The system proposed for Two-Way Radio Voice* should provide reliable voice communications at all speeds up to 120 miles per hour for surface vehicles and 160 knots for aircraft.
4. The vehicle mounted equipment necessary for Two-Way Radio Voice* should not reset or otherwise interrupt service when the vehicle engine is turned off and restarted.
5. Two-Way Radio Voice* should be available in groupings similar to 'talk groups' in trunked land mobile radio. That is, a number of users with common interests (community of interest) should share the communications medium with other user groups yet not hear or interfere with other user groups nor necessarily be aware of their existence. A number of talk groups should be provided in any offered system; 25 to 30 talk groups is not outside the realm of possibility.
6. The number of vehicle antennas, cable sets within the vehicle, and number of operator interface devices necessary to support the capabilities* should be minimized. Specify.
7. Control Heads* with alpha-numeric displays are desired, that is, the numbers zero through nine and the letters "A" through "Z" should be available. Special characters hyphen, asterisk, cross hatch, ampersand, and open and close parenthesis are desirable. A vacant place (space) should be available. Display characters should be sufficiently large and lighted/illuminated such that a person with 20/20 vision can easily read the display at arm's length distance under any lighting conditions including darkness. Similarly, if button labels are used, they should also be easily read at arm's length distance under any lighting conditions including darkness. Variable display lighting/backlighting is desired such that the operator can easily vary the lighting/illumination from none to brightest. A ten character display should be a minimum with twenty as an optimal. Specific icons or other indicators to indicate current group status, emergency declaration, scan status and priority status should also be included.
8. A priority system whereby defined public safety users are afforded precedence over other users during emergency situations is desired. Offerors should explain whether or not multiple priorities are available for Two-Way Radio Voice*, how the priority structure and procedures would work, and additional costs, if any. (If this priority feature is an added cost item, include costs on Proposal Cost Response Form, Appendix C).

9. Offerors should explain the level of service remaining available to users during extremely heavy traffic conditions as often encountered during emergency situations (natural disasters, wildfires, mass casualty incidents, riots, storms for example) and how such level of service will be guaranteed. Is the proposed system subject to overloading now or in the foreseeable future? If our planning number of 750 mobile units and 15 fixed units were doubled, how would that growth be accommodated?
10. Offerors should explain whether or not a portable configuration is available and, if so, provide details. (We envision an application where all necessary equipment, including computer, battery pack, solar panel and antenna, could be backpacked in to remote areas. Total weight should not exceed 15 or 20 pounds and dimensions should not exceed 36 inches by 18 inches by 3 inches.)
11. Simultaneous voice, data, telephone, AVL and Rural areas paging use is desired. Offers should explain if simultaneous use of all five capabilities* is possible and, if not, explain what is possible. (Also see Technical Specifications – General, Note 1, CAD Procurement.)
12. The ability for dispatch centers* to cross patch Two-Way Radio Voice* which may result from this RFP to telephones or existing VHF & UHF is desired but is not a top priority.
13. Every radio, whether mobile or fixed, should have a unique ID which is transmitted every time the PTT* is depressed. This ID should be stored in the system and should display on dispatcher's console screens. Each mobile and console should be capable of displaying an alphanumeric alias corresponding to the unit ID, if so programmed into the device. Every call should be logged in the system management computer to include calling unit ID, called unit(s) ID, date, time, duration and call priority. Records should be stored for 35 days and downloadable to permanent storage media. Records should also download for report generation and analysis. Security features should exist such that only designated individuals have access/modification ability to call activity records. Offers should describe how these functions work.
14. Over the air programming (without the need to physically connect the radio programmer to the radio) is desirable. That is, any feature/function normally programmable from an attached PC programmer should be programmable over the air.
15. Group addresses should have the capability of being partitioned (for example, into "agency", "district" and "group"). All-Call capability should exist to include all partitions. Supervisors should be capable of calling other radios or dispatchers in an individual call mode that will not be overheard by other mobile or portable units.
16. Busy hour queuing of calls is acceptable but no call should be in queue for over 10 seconds. Offerors should explain how this is achieved.
17. The proposed Two-Way Radio Voice* system should incorporate system diagnostics sufficient to allow on-demand testing of every device, mobile or fixed, in the system.
18. The proposed Two-Way Radio Voice* system should incorporate the ability for any mobile or fixed unit to scan talk groups. This ability is especially important for supervisors and dispatchers.
19. Any proposed Two-Way Radio Voice* system should allow the state* to have system monitor and management capabilities such as commonly provided by cellular or PCS* management systems. Features

such as alarm notifications, system loading information both real time and historical, radio ID listings, alphanumeric ID (alias) listings, radio serial number listings, radio asset number, name/title of user, user agency/department, are examples. A basic system might consist of a personal computer (IBM compatible) with CRT, keyboard and mouse. Such a system would be in addition to system management capabilities of the offeror. Offerors proposing such a management system should provide descriptions. (NOTE: Cost information is not required at this time.)

20. A separate external speaker capable of producing a minimum of five Watts is desired.

21. Any required in-shop programming of the Two-Way Radio Voice* radios should be via an IBM compatible computer via RS232 cables. Offeror shall specify whether or not this is the case and, if not, explain. Also state the ability of radios to accept new or upgraded software.

22. Compactness is desirable because of the restricted spaces within vehicles, aircraft and boats for the installation of equipment. Offeror shall provide the physical dimensions, in inches, of mobile data hardware devices necessary for installation in vehicles. If the mobile data hardware devices are integral to the hardware associated with other capabilities*, so state, and explain. Address both the space required in the driver's compartment and elsewhere in the vehicle (like a car trunk). (The purpose of this specification is to determine the compactness of hardware so to plan installations in restricted quarters, like a car trunk and the driver's compartment.)

23. Any proposed Two-Way Radio Voice* system should interface with hardware and software which will be procured subsequent to the procurement of a CAD system present in process.
(Also see Technical Specifications – General, Note 1, CAD Procurement.)

F. TECHNICAL SPECIFICATIONS – AVL - Automatic Vehicle Location - Mandatory:

(Subparagraphs 1 through 40 contain the mandatory AVL - Automatic Vehicle Location specifications. They address the infrastructure necessary for location determination in the vehicle and the transport of location information to the related CAD system, which will process and display it.)

1. The vehicle mounted equipment necessary for Automatic Vehicle Location and its connected infrastructure shall deliver location information to the display equipment located at established fixed sites (usually dispatch centers*) consistent with the refresh rate selected or established (See desirable subparagraph G.5 below) within the offeror defined coverage* areas of the state*.
2. All equipment proposed for sale pursuant to this RFP will be new and unused when delivered.
3. If data compression and/or encryption* techniques are used, offeror shall explain the effect of either/each on AVL traffic throughput.
4. If data compression and/or encryption* techniques are used, offeror shall explain if either/each may be disabled and enabled at the vehicle operator's choice and, if so, the effect of such disabling on AVL traffic throughput.
5. Offeror shall explain encryption* techniques used, if over the air rekeying (key exchange) of the cipher code is a normal operating procedure. If over the air rekeying is used, offeror shall explain how communications to all units are maintained during the time it takes to rekey all units in a system (of, say, 750 units) and whether or not all units in a system are assigned a common key or all units have unique keys. Or, whether each transmission develop its own key exchange.
6. Single points of failure must be non-existent or absolutely minimized. Offeror shall explain the fault tolerance parameters of customer premise/customer vehicle equipment offered. Specifically address single points of failure, redundant modules and circuitry, and any hot standby capabilities.
7. The loss of functionality for more than minimal durations is unacceptable although an interruption of a few minutes while services are switched to backup facilities may be tolerated. Offeror shall explain the fault tolerance parameters of the system infrastructure offered. Specifically address single points of failure, especially the satellite itself and the ground control station, redundant modules and circuitry, alternate traffic routings, and any hot standby capabilities. Specifically address control channel (if used in the proposal) failure. Specify time interval(s) for failure recovery. Offeror shall define test methods and procedures which will prove the operation of backup satellites, alternate ground stations, redundant modules, circuitry, alternate traffic routings, and any hot standby capabilities. Such test methods and procedures may be applied during the equipment test and demonstration phase of this RFP, at the state's* option.

(Example - Most probably offerors will specify certain equipment to be mounted in the vehicle which would communicate through the offeror's satellite and ground station infrastructure to the client's fixed location or another vehicle. Item 7 addresses the offeror's system infrastructure.)

8. Vehicle location information shall be displayed at the fixed locations (dispatch centers*) on the CAD

mapping display. The vehicle will appear on the map showing its location and if the dispatcher were to position the mouse on the unit, mapping coordinates would appear.
(Also see Technical Specifications – General, Note 1, CAD Procurement.)

9. Offeror shall explain to what standards the vehicle mounted equipment necessary for Automatic Vehicle Location has been constructed/configured (e.g., a proprietary standard, other).

10. Offeror shall explain whether or not the vehicle mounted equipment necessary for Automatic Vehicle Location can be disabled and enabled remotely (over the air) by the system administrator (network control operator).

11. The vehicle mounted equipment necessary for Automatic Vehicle Location shall:

a. be powered from the vehicle's electrical system (12Volt DC, negative ground). An operator selectable method shall be provided whereby the Automatic Vehicle Location will continue to operate whether or not the vehicle's engine is running.

b. not emit electro-magnetic radiation harmful to the vehicle operator nor shall it cause electronic interference with existing equipment installed in vehicles (such as two-way radio, television camera, gun rack, siren and light controls, ABS [automatic braking system], and other factory installed electrical, radio and computer components).

c. be suitable for installation in a Ford Crown Victoria, Ford Expedition, Chevy Tahoe, and Chevy impala trunk and shall be capable of being installed there (excepting operator equipment). All operator equipment shall be suitable for mounting in the front seat area of the vehicles listed above. Operator ease of use is of the essence. Mounting shall be such that undue physical interference with other police equipment also mounted in the front seat area (such as two-way radio, television camera, gun rack, siren and light controls) does not occur. Offerors must explain how their installation recommendations take into account the presence of vehicle safety air bags. NOTE: Although this is a mandatory item, the state* is open to discussion regarding mounting options. Offerors may request variances regarding equipment mounting. State* technical personnel will evaluate such requests and approve or disapprove. The state* decision shall be final.

d. not be susceptible to electro-magnetic interference from any factory installed electrical, radio and computer components).

12. The radio antenna and any other external (to the vehicle) components associated with vehicle mounted equipment necessary for Automatic Vehicle Location shall be weather and water proof to 125 mile per hour driven rain at the rate of one inch accumulation per hour for surface vehicles and 200 knots for aircraft. If specialized antennas/antenna housings are recommended for aircraft, so state.

13. The radio antenna and any other external (to the vehicle) components associated with vehicle mounted equipment necessary for Automatic Vehicle Location shall not deteriorate from exposure to weather and sunlight for a period of ten years. For this specification, deterioration is defined as changes effecting the transmission and reception of radio signals at the frequency of operation, cracking or discoloration of components visible from a distance of 3 feet, and/or changes degrading the weather and water proof

specification 12 above.

14. All cabling and wiring, including connectors, associated with vehicle mounted equipment necessary for Automatic Vehicle Location shall be of durable construction and assembly such that a ten year service life is routine.

15. The vehicle mounted equipment necessary for Automatic Vehicle Location shall be modular in design such that any specific major component (transmitter, receiver, Automatic Vehicle Location computer, antenna) can be removed and a replacement installed by a state* technician in a 15 minute session.

16. Offeror shall clearly describe or provide photographs of the equipment proposed.

17. The vehicle mounted equipment necessary for Automatic Vehicle Location shall not interfere (radio/electromagnetic radiation) with another vehicle similarly equipped when two (or more) vehicles are parked within 3 feet of each other.

18. The vehicle mounted equipment necessary for Automatic Vehicle Location shall provide accurate positioning/location information regardless of vehicle positioning with respect to compass headings.

19. The offered AVL system shall provide data sufficient to determine and display the specific location (latitude and longitude) of vehicles, accurate to five meters, as well as the direction and speed of travel within the offeror defined coverage* areas of the state*.

20. Offeror shall state the number of bits or bytes necessary to transmit one complete AVL transmission. Include both payload and overhead.

21. If the federal government Global Positioning System (GPS) satellite navigation system is the basis for the offered AVL system, offeror shall specify the minimum number of satellites that must be in "view" for reliable and accurate positioning display information. If accuracy and/or reliability varies according to the number of satellites in view, explain.

22. Offeror shall explain and diagram signal flow for AVL communications. Show in block (logical) diagram form all hardware and points through which signals flow. If more than one Capability* is provided through the same path, discuss how the bit stream associated with each Capability* is channelized or interleaved.

23. Two-Way Radio Voice* services shall maintain session connectivity despite the mobile unit moving anywhere within the offeror defined coverage* areas of the state*.

24. The transport protocol for moving AVL data shall be TCP/IP (Internet Protocol).

25. Offeror shall explain the technology used to establish data connections in the system being proposed. That is, is data circuit switched, packet switched, or other. If other, explain.

26. Offeror shall explain the derivation of system timing and frequency stability in the system being proposed. Discuss alternatives in case of primary timing source loss. Discuss any timing and frequency stability

requirements necessary to successfully interface with client's equipment/systems.

27. Any proposed AVL system must interface with hardware and software which will be procured subsequent to the procurement of a CAD system present on process.
(Also see Technical Specifications – General, Note 1, CAD Procurement.)

28. Offerors shall describe software licensing arrangements, if any, that are necessary to operate the AVL offered, both in the client provided vehicles and at the dispatch centers*. Detail how version upgrades would be handled, that is, must all installations in the network be upgraded simultaneously, can future upgrades for an indefinite period be purchased with the initial system procurement, can upgrades be ignored at the client's option without impacting system operation, and can individual units within the system operate at different version levels? Will AVL software changes adversely impact the interface with the client owned CAD system?

29. Offerors shall describe equipment installation, maintenance and removal options available to the client. Provide first year costs (on Proposal Cost Response Form, Appendix C).

(NOTE: The State of New Mexico presently operates five radio and microwave service and repair shops. Our customary method is that vehicle and fixed site equipment is shipped to a designated location for installation by our technicians. Likewise, state* technicians diagnose problems and repair or replace equipment. Defective units not immediately repairable are shipped to a manufacturer's designated repair facility or, in some cases, a repair facility on contract to the state*. However, the state* is open to proposals for offeror operated installation, repair and maintenance facilities.)

30. Offerors shall specify recommended test equipment necessary to diagnose and isolate problems to either system problems or customer premise devices/modules/printed circuit boards.

31. Offerors shall describe the method by which offered AVL equipment is configured, channelized, and otherwise prepared/initialized for operation. That is, are the necessary settings/configurations accomplished through external manual switches or knobs, accomplished through internal manual switches or knobs, or through software downloads using a PC or laptop computer?

32. Offerors shall list test equipment devices necessary to test for proper operation of AVL* circuits and to diagnose problems that may arise. Include a statement as to whether or not the AVL circuits proposed may be included in a client owned network management system (for example, HP OpenView).

33. Offerors shall explain what levels of technical assistance are available, if needed, at client locations. Discuss response time both during normal business hours and non-business hours. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

34. Offerors shall explain what levels of technical assistance are available via telephone or e-mail exchanges. Discuss availability both during normal business hours and non-business hours. Specifically address the length of time a client would be kept on hold during offeror's normal busy hours and whether or not busy signals are frequently encountered by callers. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

35. Offerors shall explain how technical assistance will be managed for such system administration functions

including rekeying encryption* ciphers, activating and disabling mobile and portable units remotely as might become necessary, upgrading software versions and maintaining IP and other address lists. If any such functions are viewed as customer responsibility issues, so state. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

36. Equipment installed in client provided vehicles and fixed locations must be suitable for extreme service and the high reliability required for continuous duty. That is, the equipment must function reliably at temperatures over a range of -30 to +150 Fahrenheit as measured at the point where the equipment is installed. The equipment must resist shock, vibration, humidity and dust (see MIL-810D).

37. The proposed system shall provide effective and efficient wide area AVL communications across the entire State of New Mexico, allowing the operator to roam without any required manual switching or changing of channels.

38. All equipment within the proposed system shall be solid state.

39. Any proposed AVL system shall "track" users as they roam throughout the state*. This is to allow location information transmissions to reach the appropriate dispatch centers*, regardless of where the vehicles are in the system.

40. Offerors shall explain their experiences with interference problems (radio frequency, on-the-air, intermodulation and mixing, both with other systems interfering with the proposed system and the proposed system interfering with other systems).

G. TECHNICAL SPECIFICATIONS - Automatic Vehicle Location – Desirable (additional points possible):

(Subparagraphs 1 through 15 contain the desirable AVL - Automatic Vehicle Location specifications.)

1. The maximum possible coverage* of the New Mexico surface area is desired. Offerors should explain the coverage* provided by their proposed system and define it in a percentage form. Since coverage* is a key determinant, offerors should be as complete and precise as possible, keeping in mind the quality specification for each Capability*. Evidence in the form of maps, drawings, test equipment readings, graphs, signal strength profiles and curves, and photographs are acceptable and encouraged. The state* may require that the data provided and coverage* percentage claims be validated through field tests during the demonstration and testing phases of proposals evaluation.
2. The vehicle mounted equipment necessary for Automatic Vehicle Location should include self test features or software such that failures in major components (transmitter, receiver, Automatic Vehicle Location computer, cable set, antenna) are reliably detected and the defective component identified.
3. The system proposed for Automatic Vehicle Location should provide reliable location information at all speeds up to 120 miles per hour for surface vehicles and 160 knots for aircraft.
4. The vehicle mounted equipment necessary for Automatic Vehicle Location should not reset or otherwise interrupt service when the vehicle engine is turned off and restarted.
5. The Automatic Vehicle Location system should provide a range of how often location update data bursts are transmitted (display refresh rate). The range should include continuous updates through to updates transmitted only when an event in the vehicle triggers an update burst (for example, operator AVL initiation, once per mile, turning on the light bar or siren). Explain.
6. The offered AVL system should provide data sufficient to transmit and display the time the location determination was made (or transmitted).
7. The vehicle mounted equipment necessary for Automatic Vehicle Location should incorporate all necessary components and circuitry such that the federal government Global Positioning System (GPS) satellite navigation system is the basis for the offered AVL system.
8. The number of vehicle antennas, cable sets within the vehicle, and number of operator interface devices necessary to support the capabilities* should be minimized. Specify.
9. A priority system whereby defined public safety users are afforded precedence over other users during emergency situations is desired. Offerors should explain whether or not multiple priorities are available for AVL, how the priority structure and procedures would work, and additional costs, if any. (If this priority feature is an added cost item, include costs on Proposal Cost Response Form, Appendix C).
10. Offerors should explain the level of service remaining available to users during extremely heavy traffic conditions as often encountered during emergency situations (natural disasters, wildfires, mass causality incidents, riots, storms for example) and how such level of service will be guaranteed. Is the proposed solution subject to overloading now or in the foreseeable future? If our planning number of 750 mobile units and 15

fixed units were doubled, how would that growth be accommodated?

11. Offerors should explain whether or not a portable configuration is available and, if so, provide details. (We envision an application where all necessary equipment, including computer, battery pack, solar panel and antenna, could be backpacked in to remote areas. Total weight should not exceed 15 or 20 pounds and dimensions should not exceed 36 inches by 18 inches by 3 inches.)

12. Simultaneous voice, data, telephone, AVL and rural* areas paging use is desired. Offers should explain if simultaneous use of all five capabilities* is possible and, if not, explain what is possible.

13. Over the air programming (without the need to physically connect the radio programmer to the radio) is desirable. That is, any feature/function normally programmable from an attached PC programmer should be programmable over the air.

14. Any required in-shop programming of the AVL radios should be via an IBM compatible computer via RS232 cables. Offeror shall specify whether or not this is the case and, if not, explain. Also state the ability of radios to accept new or upgraded software.

15. Compactness is desirable because of the restricted spaces within vehicles, aircraft and boats for the installation of equipment. Offeror shall provide the physical dimensions, in inches, of mobile data hardware devices necessary for installation in vehicles. If the mobile data hardware devices are integral to the hardware associated with other capabilities*, so state, and explain. Address both the space required in the driver's compartment and elsewhere in the vehicle (like a car trunk). (The purpose of this specification is to determine the compactness of hardware so to plan installations in restricted quarters, like a car trunk and the driver's compartment.)

H. TECHNICAL SPECIFICATIONS - Telephone Interconnect - Mandatory:

(Subparagraphs 1 through 32 contain the mandatory Telephone Interconnect specifications.)

1. The vehicle mounted equipment necessary for Telephone Interconnect service shall deliver voice quality generally equivalent to PSTN* service. That is, voice recognition shall be possible, noise shall not intrude on the signal, the signal shall be clear and crisp with a constant volume, no interfering signals shall be present, and there shall be no listener detectable losses of signal (dropouts). These parameters will be satisfied if the following analog specifications are met:

End-to-End Levels (volume; signal strength) Loss: Not more than 3dB.

Attenuation Distortion: 300 - 3000 Hz, no more than 12 dB loss or 3 dB gain.

500 – 2500 Hz, no more than 8 dB loss or 2 dB gain.

(Both with respect to the level measured at 1004 Hz).

Noise: The signal to noise ratio shall not be less (worse) than 25dB.

Frequency Stability: The received frequency shall not deviate from the transmitted frequency more than plus or minus 5 Hz.

Dropout: An interruption in the signal of 4 milliseconds or more.

(NOTE: Although these standards are mandatory, minor differences may be acceptable. Offerors may request a variance to the standards. State* technical personnel will evaluate such requests and approve or disapprove. The state* decision shall be final.)

2. All equipment proposed for sale pursuant to this RFP will be new and unused when delivered.

3. If encryption* techniques are used, offeror shall explain if over the air rekeying of the cipher code is a normal operating procedure. If over the air rekeying is used, offeror shall explain how communications to all units are maintained during the time it takes to rekey all units in a system (of, say, 750 units) and whether or not all units in a system are assigned a common key or all units have unique keys

4. Single points of failure must be non-existent or absolutely minimized. Offeror shall explain the fault tolerance parameters of customer premise/customer vehicle equipment offered. Specifically address single points of failure, redundant modules and circuitry, and any hot standby capabilities.

5. The loss of functionality for more than minimal durations is unacceptable although an interruption of a few minutes while services are switched to backup facilities may be tolerated. Offeror shall explain the fault tolerance parameters of the system infrastructure offered. Specifically address single points of failure, especially the satellite itself and the ground control station, redundant modules and circuitry, alternate traffic routings, and any hot standby capabilities. Specifically address control channel (if used in the proposal) failure. Specify time interval(s) for failure recovery. Offeror shall define test methods and procedures which will prove the operation of backup satellites, alternate ground stations, redundant modules, circuitry, alternate traffic routings, and any hot standby capabilities. Such test methods and procedures may be applied during the equipment test and demonstration phase of this RFP, at the state's* option.

(Example - Most probably offerors will specify certain equipment to be mounted in the vehicle which would communicate through the offeror's satellite and ground station infrastructure to the client's fixed location or another vehicle. Item 5 addresses the offeror's system infrastructure.)

6. Offeror shall explain whether or not the vehicle mounted equipment necessary for Telephone Interconnect

service can be disabled and enabled remotely (over the air) by the system administrator (network control operator).

7. The vehicle mounted equipment necessary for Telephone Interconnect service shall:

a. be powered from the vehicle's electrical system (12Volt DC, negative ground). An operator selectable method shall be provided whereby the Telephone Interconnect service will continue to operate whether or not the vehicle's engine is running.

b. not emit electro-magnetic radiation harmful to the vehicle operator nor shall it cause electronic interference with existing equipment installed in vehicles (such as two-way radio, television camera, gun rack, siren and light controls, ABS [automatic braking system], and other factory installed electrical, radio and computer components).

c. be suitable for installation in a Ford Crown Victoria, Ford Expedition, Chevy Tahoe, and Chevy impala trunk and shall be capable of being installed there (excepting operator equipment). All operator equipment shall be suitable for mounting in the front seat area of the vehicles listed above. Operator ease of use is of the essence. Mounting shall be such that undue physical interference with other police equipment also mounted in the front seat area (such as two-way radio, television camera, gun rack, siren and light controls) does not occur. Offerors must explain how their installation recommendations take into account the presence of vehicle safety air bags.

NOTE: Although this is a mandatory item, the state* is open to discussion regarding mounting options. Offerors may request variances regarding equipment mounting. State* technical personnel will evaluate such requests and approve or disapprove. The state* decision shall be final.

d. not be susceptible to electro-magnetic interference from any factory installed electrical, radio and computer components).

8. The proposed system shall provide full duplex audio. This is, speech routinely could flow through the proposed system in both directions, simultaneously, without interfering with each other or one direction having to wait for the other. This requirement stems from two reasons: One party should be able to interrupt the other in a conversation and we wish to avoid two-to-four wire conversions (hybrids) in the system.

9. All equipment within the proposed system shall be solid state.

10. The radio antenna and any other external (to the vehicle) components associated with vehicle mounted equipment necessary for Telephone Interconnect service shall be weather and water proof to 125 mile per hour driven rain at the rate of one inch accumulation per hour for surface vehicles and 200 knots for aircraft. If specialized antennas/antenna housings are recommended for aircraft, so state.

11. The radio antenna and any other external (to the vehicle) components associated with vehicle mounted equipment necessary for Telephone Interconnect service shall not deteriorate from exposure to weather and sunlight for a period of ten years. For this specification, deterioration is defined as changes affecting the transmission and reception of radio signals at the frequency of operation, cracking or discoloration of components visible from a distance of 3 feet, and/or changes degrading the weather and water proof specification H.10 above.

12. All cabling and wiring, including connectors, associated with vehicle mounted equipment necessary for Telephone Interconnect service shall be of durable construction and assembly such that a ten year service life is routine.

13. The vehicle mounted equipment necessary for Telephone Interconnect service shall be modular in design such that any specific major component (transmitter, receiver, Telephone Interconnect service computer, antenna) can be removed and a replacement installed by a state* technician in a 15 minute session.

14. Any proposed mobile data system shall "track" users as they roam throughout the state*. This is to allow calls to reach the appropriate radios, regardless of where they are in the system.

15. The vehicle mounted equipment necessary for Telephone Interconnect service shall not interfere with communications equipment in another vehicle similarly equipped when two (or more) vehicles are parked within 3 feet of each other.

16. The vehicle mounted equipment necessary for Telephone Interconnect service shall provide reliable telephone communications regardless of vehicle positioning relative to compass headings.

17. Offeror shall explain and diagram signal flow for Telephone Interconnect *. Show in block (logical) diagram form all hardware and points through which signals flow. If more than one Capability* is provided through the same path, discuss how the bit stream associated with each Capability* is channelized or interleaved.

18. Telephone Interconnect * services shall maintain session connectivity despite the mobile unit moving anywhere within the offeror defined coverage* areas of the state*.

19. Offeror shall clearly describe or provide photographs of the equipment proposed.

20. Offeror shall explain the technology used to establish digitized voice connections in the system being proposed. That is, is data circuit switched, packet switched, or other. If other, explain.

21. Offeror shall explain the derivation of system timing and frequency stability in the system being proposed. Discuss alternatives in case of primary timing source loss. Discuss any timing and frequency stability requirements necessary to successfully interface with client's equipment/systems.

22. Offeror shall explain how phone calls are originated, received and processed and any features (speed dial, call forwarding, etc.) offered. Is voice mail offered? Can calls be received as well as originated? Can car to car calls be made? Are calls originated through the use of a DTMF* keypad similar to cellular or desk sets? If not, explain.

23. Offerors shall describe software licensing arrangements, if any, that are necessary to operate the Telephone Interconnect offered, both in the client provided vehicles and at the fixed locations. Detail how version upgrades would be handled, that is, must all installations in the network be upgraded simultaneously, can future upgrades for an indefinite period be purchased with the initial system procurement, can upgrades be ignored at the client's option without impacting system operation, and can individual units within the system operate at different version levels?

24. Offerors shall describe equipment installation, maintenance and removal options available to the client. Provide first year costs (on Proposal Cost Response Form, Appendix C).

(NOTE: The State of New Mexico presently operates five radio and microwave service and repair shops. Our customary method is that vehicle and fixed site equipment is shipped to a designated location for installation by our technicians. Likewise, state* technicians diagnose problems and repair or replace equipment. Defective units not immediately repairable are shipped to a manufacturer's designated repair facility or, in some cases, a repair facility on contract to the state*. However, the state* is open to proposals for offeror operated installation, repair and maintenance facilities.)

25. Offerors shall specify recommended test equipment necessary to diagnose and isolate problems to either system problems or customer premise devices/modules/printed circuit boards.

26. Offerors shall describe the method by which offered Telephone Interconnect service equipment is configured, channelized, and otherwise prepared/initialized for operation. That is, are the necessary settings/configurations accomplished through external manual switches or knobs, accomplished through internal manual switches or knobs, or through software downloads using a PC or laptop computer?

27. Offerors shall explain what levels of technical assistance are available, if needed, at client locations. Discuss response time both during normal business hours and non-business hours. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

28. Offerors shall explain what levels of technical assistance are available via telephone or e-mail exchanges. Discuss availability both during normal business hours and non-business hours. Specifically address the length of time a client would be kept on hold during offeror's normal busy hours and whether or not busy signals are frequently encountered by callers. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

29. Offerors shall explain how technical assistance will be managed for such system administration functions including activating and disabling mobile and portable units remotely as might become necessary, upgrading software versions and maintaining IP and other address lists. If any such functions are viewed as customer responsibility issues, so state. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

30. Equipment installed in client provided vehicles and fixed locations must be suitable for extreme service and the high reliability required for continuous duty. That is, the equipment must function reliably at temperatures over a range of -30 to +150 Fahrenheit as measured at the point where the equipment is installed. The equipment must resist shock, vibration, humidity and dust (see MIL-810D).

31. The proposed system shall provide effective and efficient wide area Telephone Interconnect communications across the entire State* of New Mexico, allowing the operator to roam without any required manual switching or changing of channels.

32. Offerors shall explain their experiences with interference problems (radio frequency, on-the-air, intermodulation and mixing, both with other systems interfering with the proposed system and the proposed

system interfering with other systems.

I. TECHNICAL SPECIFICATIONS - Telephone Interconnect – Desirable (additional points possible):

(Subparagraphs 1 through 13 contain the desirable Telephone Interconnect specifications.)

1. The maximum possible coverage* of the New Mexico surface area is desired. Offerors should explain the coverage* provided by their proposed system and define it in a percentage form. Since coverage* is a key determinant, offerors should be as complete and precise as possible, keeping in mind the quality specification for each Capability*. Evidence in the form of maps, drawings, test equipment readings, graphs, signal strength profiles and curves, and photographs are acceptable and encouraged. The state* may require that the data provided and coverage* percentage claims be validated through field tests during the demonstration and testing phases of proposals evaluation.
2. The vehicle mounted equipment necessary for Telephone Interconnect service should include self test features or software such that failures in major components (transmitter, receiver, Telephone Interconnect service computer, cable set, antenna) are reliably detected and the defective component identified.
3. The system proposed for Telephone Interconnect service should provide reliable telephone communications at all speeds up to 120 miles per hour for surface vehicles and 160 knots for aircraft.
4. The vehicle mounted equipment necessary for Telephone Interconnect service should not reset or otherwise interrupt service when the vehicle engine is turned off and restarted.
5. The number of vehicle antennas, cable sets within the vehicle, and number of operator interface devices necessary to support the capabilities* should be minimized. Specify.
6. A priority system whereby defined public safety users are afforded precedence over other users during emergency situations is desired. Offerors should explain whether or not multiple priorities are available for Telephone Interconnect traffic, how the priority structure and procedures would work, and additional costs, if any.
(If these priority features are an added cost item, include costs on Proposal Cost Response Form, Appendix C).
7. Offerors should explain the level of service remaining available to users during extremely heavy traffic conditions as often encountered during emergency situations (natural disasters, wildfires, mass causality incidents, riots, storms for example) and how such level of service will be guaranteed. Is the proposed solution subject to overloading now or in the foreseeable future? If our planning number of 750 mobile units and 15 fixed units were doubled, how would that growth be accommodated?
8. Offerors should explain whether or not a portable configuration is available and, if so, provide details. (We envision an application where all necessary equipment, including computer, battery pack or solar panel and antenna, could be backpacked in to remote areas. Total weight should not exceed 15 or 20 pounds and dimensions should not exceed 36 inches by 18 inches by 3 inches.)
9. Simultaneous voice, data, telephone, AVL and Rural areas paging use is desired. Offerors should explain if simultaneous use of all five capabilities* is possible and, if not, explain what is possible.

10. Over the air programming (without the need to physically connect the radio programmer to the radio) is desirable. That is, any feature/function normally programmable from an attached PC programmer should be programmable over the air.

11. Any required in-shop programming of the mobile data radios should be via an IBM compatible computer via RS232 cables. Offeror shall specify whether or not this is the case and, if not, explain. Also state the ability of the mobile data radios to accept new or upgraded software.

12. Compactness is desirable because of the restricted spaces within vehicles, aircraft and boats for the installation of equipment. Offeror shall provide the physical dimensions, in inches, of mobile data hardware devices necessary for installation in vehicles. If the mobile data hardware devices are integral to the hardware associated with other capabilities*, so state, and explain. Address both the space required in the driver's compartment and elsewhere in the vehicle (like a car trunk). (The purpose of this specification is to determine the compactness of hardware so to plan installations in restricted quarters, like a car trunk and the driver's compartment.)

13. Telephone Interconnect service interface to the national PSTN at one or several of existing state*-owned PBX* systems is very desirable.

J. TECHNICAL SPECIFICATIONS – Rural Areas Paging – Mandatory:

(Subparagraphs 1 through 3 contain the mandatory Rural Areas Paging specifications.)

1. Rural Areas Paging equipment intended for client use must be battery powered and be portable, that is, intended to be carried in one's pocket or purse or worn on one's belt.
2. Rural Areas Paging equipment intended for client use may be either a receiver (capable of only receiving pages) or a transceiver (capable of both receiving pages and responding). Additional points will be awarded for transceiver capability.
3. Battery power for Rural Areas Paging equipment intended for client use must be capable of at least 8 hours standby mode operation.

K. TECHNICAL SPECIFICATIONS - Rural Areas Paging – Desirable (additional points possible):

(Subparagraphs 1 and 2 contain the desirable Rural Areas Paging specifications.)

1. It is desirable that Rural Areas Paging equipment intended for client use be powered by batteries capable of 24 hours standby mode operation.
2. It is desirable that Rural Areas Paging equipment intended for client use be capable of both receiving pages and responding (transceiver operation).

L. TECHNICAL SPECIFICATIONS – Rural Areas Data – Mandatory:

(Subparagraphs 1 through 25 contain the mandatory Rural Areas Data specifications.)

1. The central location* Rural Areas Data installation must be sized to accommodate connections to at least 25 rural/remote/field sites.
2. The transport protocol for moving data shall be TCP/IP (Internet Protocol).
3. Each data path circuit to field sites must be capable of at least 56 Kilobits transmission speeds.

(NOTE: Full duplex data exchange is assumed, that is, if permitted by applications software, data bits flow through the proposed system in both directions, simultaneously, without interfering with each other or one having to wait for the other. If the proposed system operates differently, offeror must explain.)

4. All equipment proposed for sale pursuant to this RFP will be new and unused when delivered.
5. If data compression techniques are used, offeror shall explain the effect of them on data throughput.
6. Single points of failure must be non-existent or absolutely minimized. Offeror shall explain the fault tolerance parameters of customer premise/field site equipment offered. Specifically address single points of failure, redundant modules and circuitry, and any hot standby capabilities. Offeror shall define test methods and procedures which will prove the operation of such redundant modules, circuitry, and any hot standby capabilities. Specify time interval(s) for failure recovery. Such test methods and procedures may be applied during the equipment test and demonstration phase of this RFP, at the state's* option.

7. The loss of functionality for more than minimal durations is unacceptable although an interruption of a few minutes while services are switched to backup facilities may be tolerated. Offeror shall explain the fault tolerance parameters of the system infrastructure offered. Specifically address single points of failure, especially the satellite itself and the ground control station, redundant modules and circuitry, alternate traffic routings, and any hot standby capabilities. Specifically address control channel (if used in the proposal) failure. Specify time interval(s) for failure recovery. Offeror shall define test methods and procedures which will prove the operation of backup satellites, alternate ground stations, redundant modules, circuitry, alternate traffic routings, and any hot standby capabilities. Such test methods and procedures may be applied during the equipment test and demonstration phase of this RFP, at the state's* option.
8. Offeror shall explain and diagram signal flow for Rural Areas Data *. Show in block (logical) diagram form all hardware and points through which signals flow.
9. Offeror shall explain the technology used to establish data connections in the system being proposed. That is, is data circuit switched, packet switched, or other. If other, explain.
10. Offeror shall explain the derivation of system timing and frequency stability in the system being proposed. Discuss alternatives in case of primary timing source loss. Discuss any timing and frequency stability requirements necessary to successfully interface with client's equipment/systems.
11. Offeror shall clearly describe or provide photographs of the equipment proposed.
12. Offerors shall describe software licensing arrangements, if any, that are necessary to operate the Rural Areas Data system offered, both at the central site and at the field locations. Detail how version upgrades would be handled, that is, must all installations in the network be upgraded simultaneously, can future upgrades for an indefinite period be purchased with the initial system procurement, can upgrades be ignored at the client's option without impacting system operation, and can individual units within the system operate at different version levels? Will field location system software changes adversely impact the interface with client owned host computers?
13. Offerors shall describe equipment installation, maintenance and removal options available to the client. Provide first year costs (on Proposal Cost Response Form, Appendix C).
14. Offerors shall specify tests or procedures sufficient to diagnose and isolate problems to either offeror system/equipment or customer system/equipment. Address both rural* and central* locations. If client-owned test equipment is necessary, list such equipment.
15. Offerors shall describe the method by which offered Rural Areas Data field location and central site equipment is configured, channelized, and otherwise prepared/initialized for operation.
16. Offerors shall describe their customary procedures and methods for developing Rural Areas Data addressing plans. That is, do clients provide IP addresses, does the offeror provide the IP addresses, and what flexibility options, if any, are offered.
17. Offerors shall specify whether or not the Rural Areas Data circuits proposed may be included in a client

owned network management system (for example, HP OpenView).

18. Offerors shall explain what levels of technical assistance are available, if needed, at both central location* and rural* locations. Discuss response time both during normal business hours and non-business hours. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

19. Offerors shall explain what levels of technical assistance are available via telephone or e-mail exchanges. Discuss availability both during normal business hours and non-business hours. Specifically address the length of time a client would be kept on hold during offeror's normal busy hours and whether or not busy signals are frequently encountered by callers. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

20. Offerors shall explain how technical assistance will be managed for such system administration functions including rekeying encryption* ciphers (if any), activating and deactivating rural location units as might become necessary, upgrading software versions, maintaining routing tables, and maintaining IP and other address lists. If any such functions are viewed as customer responsibility issues, so state*. (If these technical assistance services are an added cost item, include costs on Proposal Cost Response Form, Appendix C).

21. Offerors shall explain session management, that is, are the proposed Rural Areas Data circuits and services full period, 7/24/365, or whether sessions are established and disconnected as needed.

22. Offerors shall explain billing options, that is, are the proposed Rural Areas Data circuits and services billed at a flat rate per time interval (i.e., monthly) or whether billing is dependant upon some usage parameter such as connection time or bytes transmitted. (Include costs on Proposal Cost Response Form, Appendix C).

23. The proposed system shall provide effective and efficient wide area communications across the entire State of New Mexico. Offeror shall specify the area(s) of coverage and point out any areas where coverage may not be available.

24. All messages entered into the Rural Areas Data system must reach the addressed destination. Offerors shall explain how this is achieved if a message is addressed to a field location unit that is temporarily out of service.

25. All equipment within the proposed system shall be solid state.

M. TECHNICAL SPECIFICATIONS - Rural Areas Data – Desirable (additional points possible):

(Subparagraphs 1 through 5 contain the desirable Rural Areas Data specifications.)

1. It is desirable that data rates to and from rural units be as fast as possible. Offerors should express the proposed capability as a throughput bits-per-second figure, rural location to host and vice versa.

For proposed mobile data equipment and systems with compression and encryption functionality, the Appendix F, "Data Rates Worksheet", shall be used to organize Offeror's response to this item. Mobile data systems providing faster throughput (traffic exchange) shall be awarded additional points based upon the following formula:

$$\text{Throughput Points} = \frac{\text{This Proposal's Throughput}}{\text{Lowest Throughput (in any proposal)}} \times 5$$

[Up to a Maximum of 150 Points]

NOTE: For the purposes of this calculation, the operational mode resulting in the fastest throughput will be used.

- 2. Each data path circuit to rural* locations should be capable of delivering traffic to at least 10 addresses.
- 3. The central site and field location equipment necessary for Rural Areas Data should include self test features or software such that failures in major are reliably detected and the defective component identified.
- 4. Offerors should explain the level of service remaining available to users during extremely heavy traffic conditions as often encountered during emergency situations (natural disasters, wildfires, mass causality incidents, riots, storms for example) and how such level of service will be guaranteed. Explain if the proposed solution subject to overloading now or in the foreseeable future. If our planning number of 25 rural* location units were doubled, explain how that growth would be accommodated
- 5. Offerors should explain whether or not a mobile or transportable configuration is available and, if so, provide details. (We envision an application where all necessary equipment would be installed in an emergency response vehicle or trailer and moved on short notice to where it might be needed.)

SECTION V. BUSINESS SPECIFICATIONS

A. BUSINESS SPECIFICATIONS – Mandatory.

(Subparagraphs 1 through 16 contain the mandatory business specifications.)

1. REFERENCES

Offerors must submit three (3) customer references from business or governmental organizations; large volume customers preferred. Customers submitted as references must have acquired products and/or services from the offeror equivalent to those included in the offeror's proposal. Points will be awarded for references per formulas in Business Specifications, Section V.B.2. The following information must be provided for each customer reference:

- Name of customer's organization
- Mailing address
- E-Mail address
- Contact name
- Telephone number of contact (including area code and extension)
- Product(s) used

2. DOCUMENTATION.

Any procurement of equipment and systems resulting from this RFP must include documentation (excepting Rural Areas Paging and Rural Areas Data). This documentation must be designed to:

a) instruct end users in the operation of the system, subsystem(s), and specific equipment provided, to include every feature and option, and

b) instruct radio technicians in the correct installation, maintenance, programming, and fault diagnostic procedures of the system, subsystem(s), and specific equipment provided, to include every feature and option.

For the end user documentation, we envision a User's Guide suitable for reference in vehicles, aircraft and boats as well as in a dispatch center* setting. A pamphlet of perhaps 6" x 11" with wear and moisture resistant covers would be suitable. Type font size 12 is suggested for ease of reading under poor lighting conditions. Other formats are acceptable provided they are easy to use, easy to read and durable. Sales brochures may be included but are not substitutes for a User's Guide. Offerors must state whether documentation is included with equipment and system purchase(s) or is an added cost item. If added cost, quote pricing and include in the ESS.

For the radio technicians documentation, we envision a Systems Manual consisting of a System Operational Overview, System Interconnection and Block Diagrams, System Trouble Shooting Procedures, Programming Guide, and possibly As-Built Drawings, but other formats are acceptable provided the information is clear and complete. Ten copies will be required initially. Sales brochures may be included but are not substitutes for technical documentation. Offerors must state whether documentation is included with equipment and system purchase(s) or is an added cost item. If added cost, quote pricing and include in the ESS.

3. WARRANTIES.

a. All items proposed by the offeror shall be warranted for defects in materials and workmanship for a minimum of ninety days, or the manufacturer's standard U.S. warranty period, from the date of delivery to the purchaser. If the offeror is the manufacturer of any item proposed or sells that item under its own brand label, the warranty offered to the State of New Mexico under this procurement should be as favorable as any warranties provided to other governmental or retail customers. The offeror must provide the authorized purchaser with any manufacturer's warranty information or registration materials for items proposed or supplied as a result of this procurement.

b. The offeror will clearly delineate the length of the warranty periods in months. Warranty shall include parts and labor.

4. OUT OF WARRANTY REPAIR SERVICE AND PARTS.

a. The offeror must agree to service and repair all equipment sold by the offeror to authorized purchasers under the scope of this procurement.

b. The offeror must include on their ESS a guaranteed maximum hourly rate for time and a price for parts for repair of their equipment which is beyond the standard warranty.

c. The offerors must also agree to either perform upgrades and modifications approved by the equipment's manufacturer on time and material basis or fixed fee basis.

5. REPAIR WARRANTIES.

The offeror must warrant all repairs, upgrades or modifications for at least 90 days from the date of repair, and must perform all repairs using materials and techniques in accordance with manufacturer's specifications. The offeror may decline to perform any repair, upgrade or modification not recommended or approved by the equipment's manufacturer; however, if the offeror agrees to perform such repairs, upgrades or modifications, the repair must be warranted for a period of at least 90 days from the date of repair.

6. INSTALLATION COSTS.

Offerors shall propose installation costs where applicable, such as mobile vehicle units. These costs shall be included on the Proposal Cost Response Form, Appendix C. These costs shall be specified as fixed fee.

7. DELIVERY SCHEDULE.

Delivery shall be made within twenty (20) business days from the receipt of the order for the services and equipment to the Procuring Agency. This requirement does not apply to Rural Areas Data where separate schedule agreements will be made regarding the establishment of rural* and central locations*.

8. PRICING OF PROPOSED SERVICES AND EQUIPMENT.

The offeror must provide pricing for all proposed services on the Proposal Cost Response Form, Appendix C, as applicable. Cost evaluation will be based solely on the proposed services. Points will be awarded based on the cost evaluation formula described in Section VI, Evaluation, and Section II, Conditions Governing The Procurement, subparagraph D.29, Price Evaluation Formula.

9. EQUIPMENT AND SERVICE SCHEDULE (ESS).

a. Offerors must include all items proposed in response to the Technical and Business Sections on the Equipment and Service Schedule (ESS). Offerors must include any items required for the installation or operation of all equipment proposed in this RFP.

b. All service and maintenance options, including time and materials, maintenance agreements, and mileage must be included in the offeror's ESS.

c. Only items specifically included on the ESS will become part of a successful offeror's agreement with the state* and therefore be eligible for sale to the procuring agencies who are authorized users under the terms of such an agreement.

d. Offeror(s) awarded a price agreement through this RFP process is encouraged to amend their ESS on a periodic basis to ensure that the items under price agreement keep pace with the advances in technology, and availability of new equipment and services.

10. SHIPPING COSTS.

a. Where shipping is required, the offeror shall **ship** all purchased equipment **FOB destination**.

b. For all in-warranty repairs where shipping is required, the Procuring Agency will pay the shipping cost to the offeror's repair facility and the offeror must pay the return shipping cost to the Procuring Agency. For all out-of-warranty repairs the Procuring Agency must pay for the shipping costs for both directions.

11. REBATES OR PENALTIES.

Offerors must state whether or not they have a plan for rebates or penalties should lost or degraded service occur.

12. SPARE PARTS.

Offerors shall submit a recommended spare parts/components package appropriate to their proposal.

13. RELIABILITY.

The communications services envisioned in this RFP are intended in large part for public safety applications. For this reason, service reliability is very important. Interruptions to service are intolerable. The technical aspects of service continuity (hot standby modules, alternate routing, backup power, etc) are addresses in the Technical Specifications section above. However, there are business conditions that can also interrupt service. Bankruptcy, business decisions to withdraw from a market segment, and labor strikes are examples. Offerors are invited to discuss business related conditions which could disrupt communications services in the future.

14. SOFTWARE SERVICES.

To the extent that software is a functional part of the client premise equipment, then technology enhancements shall be available via software upgrades. Any software bulletins published by the offeror containing information on the latest software enhancements and previewing future developments shall be provided to the client. Software installation assistance shall be available through telephone support.

15. TRAINING.

Training of state* employees who will be operating, installing and maintaining proposed client premise equipment, systems, and software will require training by the successful offeror. Offerors shall recommend appropriate initial training and include costs (on Proposal Cost Response Form, Appendix C). For cost planning purposes, we envision 4 operator training sessions, one each in Santa Fe, Albuquerque, Roswell and Las Cruces, with 25 operator attendees at each, plus radio technician training sessions in Santa Fe, Albuquerque, Roswell with 5 technician attendees at each. This training requirement does not apply to Rural Areas Paging and Rural Areas Data.

16. RESPONSE FORMS.

a) APPENDIX C: Offerors shall submit a cost matrix of offered services/capabilities. The matrix should follow the format of the provided form "Proposal Cost Response Form" (Appendix C) but deviation is permitted for clarity and understanding. Multiple matrix submissions may be made to explain discounts applicable to volume purchases. If volume discounts are offered, matrix submissions shall be in multiples of 100 units. If costs/charges apply which are not shown on the format matrix, include them. The cost matrices will be used to directly compare offerings; costs/charges not shown will not be allowed in any price agreement which may result from this RFP process. The offeror(s) shall provide the cost for each item, or "NC" for No Charge, or "NA" for Not Applicable.

b) APPENDIX D: No offeror entries are to be made on this "Points Award Worksheet". It is provided with the RFP to make clear how many points may be earned for each Desirable specification.

c) APPENDIX E: The offeror(s) shall indicate whether or not they are in compliance with every mandatory specification by placing a checkmark or an "X" in appropriate fields of the "Mandatory Items Worksheet". The offerors shall be bound to comply with the specification when stating checking the box or writing "COMPLY" or any other term or phrase indicating compliance in the narrative responses. Note that material non-compliance with any mandatory specification may be deemed non-responsive.

d) APPENDIX F: Offerors proposing data services shall submit a completed "Data Rates Worksheet" of offered services/capabilities.

(CAUTION: Any proposal which does not follow the above instructions for the Response Forms may be deemed non-responsive and rejected on that basis.)

B. DESIRABLE BUSINESS SPECIFICATIONS. (Desirable - additional points possible):

(Subparagraphs 1 through 3 contain the desirable business specifications.)

1. LEASING.

In some situations, the option to lease customer premise equipment could be advantageous to the state*. If leasing is an option being offered, offerors shall include costs on the Proposal Cost Response Form, Appendix C.

2. REFERENCES.

The Evaluation Committee shall prepare a standard list of five questions. Each question except the last will have a value range from one (unacceptable) through five (excellent). The last question will be "Is there any negative information that would be helpful to us in evaluating this company?". Each reference will be asked the same questions and asked for an evaluation on a scale of one to five, with five being high. Responses will be recorded on the form. The Evaluation Committee member asking the questions will assign a one to five point value to the response to the last question, with "no" being five. The average value of all questions asked all references will be the evaluation point award.

3. COSTS.

All monetary costs to the state* associated with this Request for Proposals must be included on the Proposal Cost Response Form, Appendix C.

SECTION VI . EVALUATION

A. Evaluation Process.

1. Responsive proposals will be evaluated on the factors in Section IV, Technical Specifications, which have been assigned point values. The responsible offeror whose proposal is most advantageous to the State* will be recommended for the agreement award to the SPA as specified in Section II, Paragraph B.11, AWARD. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

2. Proposals submitted in response to this RFP will be evaluated in a three step procedure. First, proposals will be examined to determine compliance with proposal submission and format requirements described in Section II, Conditions Governing The Procurement. Proposals which fail to comply may be deemed non-responsive on that basis and will not receive further consideration.

3. Next, proposals not eliminated in the first step of this process will be examined for compliance with mandatory technical and business requirements. Proposals which fail to comply may be deemed non-responsive on that basis and will not receive further consideration.

4. Finally, responsive proposals will be awarded optional evaluation points according to the distribution specified in Appendix D, "Points Award Worksheet".

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on August 30th, 2006. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

Firm does/does not intend to respond to this Request for Proposals.

This name and address will be used for all correspondence related to the Request for Proposal.

Larry P. Martinez, Radio Unit Manager
General Services Department, Communications Division
4491 Cerrillos Road
Santa Fe, New Mexico 87507

(505) 827-9230 (Telephone)
(505) 827-9349 (Fax)
Larry.Martinez@state.nm.us (E-mail)

**SATELLITE BASED WIRELESS COMMUNICATION
SERVICES AND EQUIPMENT**
Price Agreement Number: 60-000-00-00097

THIS AGREEMENT is made and entered into by and between _____ ("contractor") and the State Purchasing Agent ("SPA") on behalf of the State of New Mexico.

The parties agree as follows:

1. Definitions

A. "Documentation" refers to manuals, handbooks, and other publications listed in the ESS or supplied with products listed in the ESS or supplied in connection with services.

B. "Equipment" refers to satellite-based wireless equipment and spare parts listed in the contractor's ESS and specifically authorized under paragraph 2.D, below.

C. "Equipment and Services Schedule" ("ESS") refers to a complete list, grouped by major product categories, of the equipment, services, media and documentation approved by the agreement administrator for acquisition by procuring agencies. The ESS contains an item number, item description and the maximum price for each product or service. Such schedule shall be established and maintained on the contractor's Internet web site.

D. "Procuring agency" means any state agency or local public body that chooses to procure products or services under this agreement. Other units of government including cities, counties, school districts, institutions of higher education and other jurisdictions within the State of New Mexico which are not subject to the procurement authority of the SPA are authorized to buy from the ESS.

E. "Products" refers to equipment and documentation or any other item furnished under this agreement but not to services, as specifically authorized under paragraph 2.D, below.

F. "Services" refers to installation, training, maintenance and satellite based wireless communication services as specifically authorized under paragraph 2.D, below. All other forms of toll telephone services and professional services are excluded from this agreement. Such services are to be used for procuring agency authorized, government business purposes.

G. Service area(s)” refers to one or more of the technology service types which were the subject of the procurement. That is, Mobile Data, Two-Way Radio Voice, Automatic Vehicle Location, Telephone Interconnect, Rural Areas Data, and Rural Areas Paging. Per the Request for Proposals, the definitions of each are as follows:

AUTOMATIC VEHICLE LOCATION - The Capability provided by Automatic Vehicle Location is to equip any number of vehicles to enable the vehicle’s location to be automatically displayed at dispatch center CAD systems.

MOBILE DATA - The Capability provided by Mobile Data is to equip any number of vehicles to enable the exchange of computer data information between vehicles as well as between vehicles and fixed location host computers/servers. Mobile Data Communications means providing digital information exchange capabilities to vehicles (see “Mobile Communications”) similar to that commonly available to office workers through the use of personal computers or host computer access terminals. Internet access is included. The principal difference between fixed site data communications and Mobile Data is that data transmission rates in the mobile environment are less, which restricts the amount of data it is feasible to exchange. Strong encryption is required.

RURAL AREAS PAGING - The Capability provided by Rural Areas Paging is to equip any number of persons with paging receivers or transceivers. Only proposals for paging services offering much greater coverage areas than presently on state price agreement contract need be submitted.

RURAL AREAS DATA - The Capability provided by Rural Areas Data is to equip any number of state agency and other governmental entity rural offices with data communications capability beyond that offered by dial up modems. Transmission speeds of at least 56KBs are envisioned with speeds in the megabit range preferred. Strong encryption* is required.

TELEPHONE INTERCONNECT - The Capability provided by Telephone Interconnect is to equip any number of vehicles to enable dial (DTMF keypad) telephone access into the national PSTN. These Telephone Interconnect services should function similarly to services commonly provided by commercial cellular and PCS companies.

TWO-WAY RADIO VOICE - The Capability provided by Two-Way Radio Voice is to equip any number of vehicles to enable the exchange of voice speech information between vehicles as well as between vehicles and fixed location dispatch centers. This Two-Way Radio Voice

Capability will operate on the same frequency, channel or talk (community of interest) group such that any similarly equipped vehicle or fixed location can communicate with any other similarly equipped vehicle or fixed location. The envisioned Two-Way Radio Voice will function similarly to services traditionally provided by Land Mobile Radio (LMR). Communications between mobile units, between mobile units and portable (hand held) units, as well as between mobile units and fixed locations (dispatch centers) is its normal use. This Capability describes voice communications which are radio frequency based, employing mobile units, portable units, repeaters, base stations, and dispatch centers. Calls are not initiated through telephone dialing and do not normally enter or traverse the PSTN or commercial cellular or PCS telephone networks. Encryption is very desirable.

H. "Service Description" refers to documents which provide information regarding the contractor's and procuring agency's obligations for services provided under this agreement.

I. "WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) in the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Any WSCA state may use this price agreement by mutual written agreement of the respective WSCA director and contractor.

2. Scope of Work

A. The contractor shall provide satellite based wireless equipment products and services to procuring agencies of the State of New Mexico in accordance with the terms of this agreement. This Agreement is a "price agreement" as defined in Section 13-1-71 NMSA 1978. Accordingly, the contractor shall provide products and services only upon the issuance and acceptance by contractor of "purchase orders" as defined in Section 13-1-77 NMSA 1978. Purchase orders may be issued to purchase services and equipment or lease or rent products listed on the contractor's ESS. Unless the context requires otherwise, the term "purchase order" as used in this agreement includes purchase orders, lease and rental agreements. The terms and conditions of this agreement shall apply in lieu of the terms and conditions of any purchase order.

(1) Purchase:

A procuring agency may purchase any product or service listed in the contractor's ESS at the prices stated therein unless a lower price is agreed to between the procuring agency and

contractor. Title to equipment shall pass to the procuring agency upon acceptance.

(2) Lease:

Upon a procuring agency's request, the contractor may lease products listed in the ESS to a procuring agency. Lease rates are subject to the then-current rates applicable at the time of the request. The lease term shall begin upon acceptance of the products and shall not exceed statutory limits. Title to leased equipment shall remain with the contractor. The lease rate and amount must be established in ESS and the lease agreement approved by the SPA prior to the lease initiation.

(3) Rent:

Upon a procuring agency's request, the contractor may rent products listed in the ESS to a procuring agency. Rental rates are subject to the then-current rates applicable at the time of the request. The rental term shall begin upon acceptance. The initial term shall be for one year or less. Following the initial term, a procuring agency may continue to rent the products on a month-to-month basis. A rental agreement may terminate at the conclusion of the initial term or continue thereafter until terminated by the procuring agency with thirty (30) days prior written notice. The entire rental term shall not exceed two years. Title to rental equipment shall remain with the contractor. The rental rate must be established in the ESS prior to the rental initiation.

B. This agreement is not an exclusive agreement, so procuring agencies may obtain Wireless Telephone Equipment products and services from other sources during the agreement term. The SPA makes no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of products or services will be procured.

C. Request for proposals No. #60-000-00-00097 and the contractor's proposal are incorporated by reference into and are made a part of this agreement. In addition, each purchase order that is accepted by the contractor will become a part of the agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- (1) the terms and conditions of this document;
- (2) the list of products and services contained in the purchase order including applicable service, lease, rental or maintenance agreements;
- (3) the request for proposals;
- (4) the contractor's proposal; and

- (5) the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

D. Contractor is authorized to provide products and services only in the following service areas:

- (1) Mobile Data
- (2) Two-Way Radio Voice
- (3) Automatic Vehicle Location
- (4) Telephone Interconnect
- (5) Rural Areas Paging
- (6) Rural Areas Data

3. Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

In accordance with Section 13-1-158 NMSA 1978, a procuring agency shall determine whether all products and services delivered to it meet the contractor's published specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the procuring agency and the contractor, within fifteen (15) days from the date the procuring agency receives written notice from the contractor that payment is requested for services or within fifteen (15) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services. Unless the procuring agency gives notice of rejection within the fifteen (15) day period, the products or services will be deemed to have been accepted.

B. Payment of Invoice

Payment will be made to the contractor's designated mailing address. In accordance with Section 13-1-158(C) NMSA 1978, payment shall be tendered to the contractor within thirty (30) days of the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, interest shall be paid on the unpaid balance due to the contractor at the rate of one and one-half percent per month.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and shall be reported under the contractor's federal and state tax identification numbers. The contractor shall be reimbursed by the procuring agency for New Mexico gross receipts tax or local option taxes for the transaction. If the procuring agency is exempt from such taxes, the procuring shall provide contractor with proof of exemption with the payment to contractor for an invoice that included such taxes. Applicable taxes shall be billed as a separate item on the invoice.

D. Invoices

Invoices shall be submitted to the procuring agency.

4. Agreement Term

The initial agreement term shall be October 27th, 2006, or as soon thereafter as possible, through June 30, 2007. The SPA may extend this agreement for three (3) additional one-year terms, or portions thereof as mutually agreed upon, by giving the contractor written notice at least thirty (30) days prior to the expiration of the then-current term. Administration fee changes for the renewal term shall be identified in the written renewal notice. With the exception of price and administration fees, all terms and conditions of this agreement shall apply to any option terms exercised by the SPA. Any changes to terms and conditions are subject to mutual acceptance.

5. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the SPA may terminate this agreement, in whole or in part, by giving the contractor (30) days written notice; provided, however, neither the SPA nor a procuring agency has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted.

B. Termination for Cause

Either party may terminate this agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party

written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach, which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Procuring Agency's Rights

In the event the agreement expires or is terminated for any reason, except non-appropriation, a procuring agency shall retain its rights in all products and services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event the agreement expires or is terminated for any reason, except non-appropriation, a procuring agency shall pay the contractor all amounts due for products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

6. Appropriations

The terms of this agreement and any purchase order issued under this agreement are contingent upon sufficient appropriations being made by the Legislature of New Mexico for the performance of this agreement. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a procuring agency may terminate its obligations under this agreement, or any extension thereof, if sufficient appropriations are not made by the Legislature to pay amounts due. The procuring agency's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A procuring agency shall provide sixty (60) days notice, if possible, of its intent to terminate for non-appropriation. Such termination shall relieve the procuring agency, the State of New Mexico, and its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant purchase order.

7. Shipment and Risk of Loss

A. The contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence or willful acts of a procuring agency, the contractor shall bear all risk of loss or damage until products have been accepted by the procuring agency. Destination charges may either be included in the product price on the ESS, or pre-paid by the contractor and billed as a separate item at contractor's standard shipping rate. Procuring agencies must be advised of any destination charges prior to the contractor's acceptance and processing of a purchase order.

B. Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency.

Unless otherwise agreed upon by the procuring agency, the equipment and documentation will be uninstalled and returned, insured, in accordance with the contractor's return instructions at the contractor's expense.

8. Warranties

The contractor shall provide a procuring agency with the following warranties:

A. Published Specifications

The contractor warrants that all products, in their unaltered form, which are provided under this agreement will perform in accordance with the manufacturer's published specifications.

B. Products

The contractor warrants that all products purchased under this agreement will be new and undamaged and will be free from defects in material and workmanship.

(1) The warranty period shall be the greater of one year or the manufacturer's standard U.S. Warranty. The period begins on the date of acceptance or installation at the procuring agency's site by contractor, whichever occurs later. Any equipment repaired or replaced by the contractor, pursuant to the terms of this warranty, shall continue to be warranted for the remainder of the original warranty period, for a period of ninety (90) days from receipt, or for a period of ninety (90) days from the date of installation or reinstallation by the contractor's service personnel, whichever occurs later.

(2) The contractor at its option will repair or replace any of its equipment or other products and/or installations which are defective as to workmanship or materials without charge to the procuring agency, except for the cost of deinstallation and reinstallation where applicable, provided that written notice is given to the contractor within the warranty period specified above or within 90 days after discovery of the defect, whichever is sooner.

(3) Excluded from the terms of this warranty are items of characteristically indeterminate life, such as bulbs, fuses, etc.

(4) Purchased products which are replaced hereunder shall automatically become the property of the contractor and their replacement products shall become the property of the procuring agency.

(5) Repair or replacement parts may be new, remanufactured or refurbished at the option of the contractor.

D. Limitations of Warranty

The warranties provided in subparagraphs A, B and C above are limited warranties and do not apply to:

(1) Conditions resulting from improper use of the software or operation of the equipment outside the specified environmental conditions, or

(2) Conditions resulting from causes external to the software after delivery, or

(3) Conditions resulting from modifications to equipment or software other than modifications performed by the contractor; or

(4) Conditions resulting from failure to follow the contractor's installation, operation or maintenance instructions; or

(5) Damages resulting from movement of the equipment or software other than by contractor or its authorized agent.

If the contractor determines that equipment cannot be repaired or replaced, contractor will, at

the procuring agency's option, refund the purchase price and related installation charges or apply the purchase price and related installation charges towards the purchase and installation of other contractor equipment.

E. Service Warranty

The contractor warrants that service will be provided in a workmanlike manner by qualified technicians in accordance with the service description applicable at the time of the order. All repairs are warranted for at least sixty (60) days from date of repair.

F. Disclaimer of Warranties

The above warranties are exclusive warranties, and no other warranty express or implied, shall apply. **THE CONTRACTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

The contractor agrees to provide to the procuring agency copies of all applicable manufacturer's warranty terms and registration materials.

9. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The contractor shall defend, at its own expense, the State and its agencies against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the State shall:

- (1) give the contractor prompt written notice of any claim;
- (2) allow the contractor to control the defense or settlement of the claim; and
- (3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- (1) provide a procuring agency the right to continue using the product or service;
- (2) replace or modify the product or service so that it becomes non-infringing; or
- (3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

10. Price Reduction

The contractor shall give procuring agencies the benefit of any price reduction for any product or service listed in the ESS throughout the agreement term. The contractor agrees that the procuring agency shall pay the lower of the ESS price or an advertised promotional discount price during the effective period of the promotion, or the volume discounted price for commercial and other non-educational governmental customers for the same volume of purchases under substantially the same terms and conditions.

11. Changes to the Equipment and Service Schedule

After the agreement administrator has accepted the initial ESS, the contractor may change the prices for products and services subject to the following provisions:

A. The contractor shall not raise prices for products or services during the then-current agreement term.

B. If the contractor lowers the price of any product or service, the contractor may subsequently raise the price back to the original price but no higher. Permanent price reductions must be offered to procuring agencies at the time of the announced reduction and must be submitted to the agreement administrator as soon as practicable after the effective date of the reductions.

C. The contractor may request permission to add new products and services to the ESS provided that the pricing is agreed to between the agreement administrator and Contractor and the new

products and services are within the scope of the procurement or procurement category as defined in the request for proposals. All items added must be deliverable within sixty (60) days of receipt of a purchase order.

D. Upon ninety (90) days written notice to the SPA, the contractor may withdraw any products or service from the ESS. Once withdrawn, the products or services may not be resubmitted during the then-current agreement term. Approval of resubmitted items is at the sole discretion of the SPA. Discontinued products may be withdrawn without the ninety (90) day written notice.

E. Routine additions and changes to the contractor's ESS may be made at any time.

F. The agreement administrator reserves the right to require demonstrations of new products before allowing them to be added to the ESS and to reject products that the SPA believes to be inappropriate for use by procuring agencies. All such demonstrations must be conducted in Santa Fe or Albuquerque, New Mexico. Except for travel by State employees, the direct expense for such demonstrations is the sole obligation of the contractor.

G. New products and/or services shall be submitted in accordance with instructions provided by the administrator.

12. Web Site

Contractor agrees to maintain and support a contractor supplied Internet website for access to the ESS, service selection assistance, problem resolution assistance, product descriptions, product specifications, coverage description and other aides in accordance contractors proposal. In addition, contractor agrees to provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking, payment by purchase card and reporting by (Insert Date).

13. Authorized Dealer Status

For all products where the contractor is not the product's manufacturer, the contractor agrees to maintain authorized dealer status for all products listed on the ESS. In addition the contractor agrees to supply proof of authorized dealer status with the submission of ESS new product additions. If the product manufacturer does not normally offer authorized dealer status, the agreement administrator may waiver the requirement for a specific product or list of products based upon contractor-supplied proof of that fact.

14. Technical Support

The contractor agrees to maintain a toll-free technical support telephone line, staffed from at least 8:00 A.M. to 5:00 P.M. Mountain time during business days for the State of New Mexico. The line shall be accessible to procuring agency personnel who wish to obtain competent technical assistance regarding the installation or operation of products purchased by the procuring agency.

15. Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

16. Records and Audit

During the term of this agreement and for three years thereafter, the contractor shall maintain detailed billing records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the procuring agency, the Department of Finance and Administration, the State Auditor and appropriate federal authorities. The procuring agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the procuring agency to recover excessive or illegal payments. If requested, contractor may meet the requirements of this paragraph by providing copies of billing records.

17. Status of Contractor

The contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this agreement.

18. Use of Subcontractors

The contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the agreement administrator. Whenever the use of subcontractors is approved, the contractor shall remain solely responsible for the performance of this

agreement. Payments will be made to only the contractor.

19. Indemnification

The contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating entity, or its employees.

20. Amendments

The agreement shall only be amended by written instrument executed by duly authorized representatives of the parties.

21. Scope of Agreement

This agreement incorporates all of the agreements of the parties concerning the subject matter of this agreement, and all prior agreements have been merged into this agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

22. Invalid Term or Condition

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notice

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

25. Equal Opportunity Compliance

The contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor, the contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the contractor is found to be not in compliance with these requirements during the life of this agreement, the contractor agrees to take appropriate steps to correct these deficiencies.

26. Limit of Liability

A. The contractor's liability to the SPA or a procuring agency for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of SPA's or the procuring agency's claim. The foregoing limitation does not apply to Paragraphs 9 and 19 of this agreement or to damages resulting from personal injury caused by the contractor's negligence.

B. In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

27. Applicable Law

This agreement shall be governed by the laws of the State of New Mexico.

28. Change in Contractor Representatives

The SPA reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the SPA, serving the needs of the State of New Mexico adequately.

29. Release

The contractor, upon final payment of the amount due under this agreement, releases the SPA, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the contractor has express written authority to do so, and then only within the strict limits of the authority.

30. Confidentiality

Any confidential information provided to or developed by the contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the SPA.

31. Conflict of Interest

The contractor warrants 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 services required under this agreement.

32. New Mexico Business Location

Within one year of the contract effect date, the contractor agrees to maintain for the life of this agreement a bonafide place of business located within the state of New Mexico to provide service, replacement parts and support to procuring agencies. A bonafide place of business is defined as an office that is staffed during normal business hours, maintains a equipment maintenance capability, and houses technical support, sales and management staff.

33. Maintenance Agreement

The contractor shall provide a procuring agency the opportunity to enter into a maintenance agreement in order for the procuring agency to protect its investment and keep its equipment in good working condition.

34. Equipment Maintenance Service

A. Equipment maintenance prices and applicable service rates are listed in the ESS.

B. Post Warranty Maintenance Service:

(1) The contractor shall provide maintenance service at a contractor repair center designated in the ESS in accordance with a maintenance agreement between the contractor and procuring agency or invoiced to the procuring agency on a “time and materials” basis in accordance with rates established in the ESS.

(2) The procuring agency will pay shipping charges to and from the repair center.

(3) Replaced equipment and parts become the contractor's property.

35. Replacement Parts

The contractor agrees to store an adequate supply of replacement parts within the State of New Mexico at the new business location when it opens. The quantity of replacement parts shall be sufficient to insure prompt repair of all installed systems. Replacement parts may be refurbished.

36. Federal Communications Commission (FCC) Certification

The contractor agrees that hardware supplied by the contractor meets all applicable FCC certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of the agreement.

37. Assignment

The contractor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the SPA. Except that with thirty (30) days prior written notice, contractor may assign this agreement to a parent, subsidiary or successor company without the prior written consent of the SPA, provided that the assignment does not increase the obligations of the SPA or any procuring agency.

38. Agreement Administrator

The SPA shall appoint an agreement administrator whose duties shall include but not be limited to

the following:

- A. The administrator shall attempt to facilitate dispute resolution between the contractor and procuring agencies. Unresolved disputes shall be presented to the SPA for resolution.
- B. The administrator shall review and approve all requested new equipment or service additions to the contractor's ESS.
- C. The administrator shall advise the SPA regarding the contractor's performance under the terms and conditions of the agreement.
- D. The administrator shall receive and approve all price agreement utilization reports and the associated administration fee.

39. Survival

The agreement paragraph titled Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, leases, service, maintenance any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph 40. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To SPA: State Purchasing Agent
Purchasing Division
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505

To Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 40. The carrier for mail delivery and notices shall be the agent of the sender.

41. Administration Reporting and Fees

The contractor agrees to provide periodic price agreement utilization reports to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total New Mexico revenue for the period subtotaled by procuring agency name. New Mexico revenue includes service usage payments, purchases, equipment lease and/or rental payments, maintenance agreement payments as well as all other related payments. The report shall be accompanied with a check payable to State Purchasing Division for an amount equal to 0.15 of one percent of the gross total revenue for the period.

The reports and checks shall be addressed and delivered as follows:

Mr. Michael Vinyard
Purchasing Division, Room 2016
1100 St. Francis
Santa Fe, New Mexico 87505

Mr. Michael Vinyard
Purchasing Division
P. O. Drawer 26110
Santa Fe, New Mexico 87502-0110

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the contractor's primary representative, suspension of the price agreement or termination of the price agreement for cause.

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. Credit Handling

The contractor agrees to credit procuring agencies for service outages/overloads in accordance with the following procedures.

A. The purchasing entity should contact the contractor as soon as possible after they are alerted to the problem for quick resolution.

B. The purchasing entity needs to provide the following information; called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.

C. The credit will be issued by the contractor's customer service representative and will appear on the procuring agencies' next monthly invoice as a line item on a separate page exclusively for credits. The contractor can also instruct the purchasing entity to deduct the credit amount from their current invoice if that would be more in line with the procuring agencies' satisfaction and requirements.

D. A credit memo will be sent to the procuring agencies' billing manager by the contractor and will contain the following information;

- Credit Date of Issue
- Bill payer Number credit was applied to
- The invoice number and date
- Reason for Credit
- Amount of credit issued

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State Purchasing Agent, below.

State of New Mexico
State Purchasing Agent

Contractor

By: _____
Michael Vinyard

By: _____

Date: _____

Date: _____

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CHIEF INFORMATION OFFICER

By: _____

Date: _____

TAXATION AND REVENUE DEPARTMENT

ID No:

By: _____

Date: _____