

State of New Mexico

Office of the Governor

Bill Richardson

EXECUTIVE ORDER NO. 2008-011

CLARIFYING THE CONSOLIDATION OF AGENCY INFORMATION TECHNOLOGY OPERATIONS AND GOVERNANCE UNDER THE DEPARTMENT OF INFORMATION AND TECHNOLOGY

WHEREAS, it is a priority of the State of New Mexico to better serve its citizens by effectively addressing New Mexico's critical technology infrastructure needs;

WHEREAS, support for all State agency information technology ("IT") programs must be improved, the State of New Mexico data must be more effectively secured, systemic infrastructure risks must be mitigated, and utilization and control over IT assets and their costs must be provided;

WHEREAS, the duplication of technology services must be reduced and eliminated and IT investments must be managed effectively and efficiently;

WHEREAS, the cost of government operations can be reduced through effective development, implementation and management of IT architecture, programs and services, IT operational costs can be reduced through enterprise models, and the efficient delivery of high quality government services will benefit clients and support economic development; and

WHEREAS, the Department of Information Technology was created as the single, unified, executive department with authority to consolidate enterprise information technology services duplicated within executive agencies, to provide additional information technology services and functionality, and to improve and streamline the executive branch's information technology systems as provided in the Department of Information Technology Act ("Act"), NMSA 1978, Section 9-27-1 et seq. (2007).

NOW THEREFORE, I, Bill Richardson, Governor Bill Richardson, Governor of the State of New Mexico, by virtue of the authority vested in me by the Constitution and the Laws of the State of New Mexico, do hereby order as follows:

1. As the single, unified executive branch department for information services and technology, the Department of Information Technology shall continue to consolidate all enterprise information technology services and IT functionality within executive agencies as deemed appropriate under the Act.

- 2. The Department of Information Technology is designated as the single, unified executive branch department with IT consolidation authority to act as the State's enterprise infrastructure services provider, including telecommunications.
- 3. Chief Information Officers (CIO's) or IT leads (i.e. top ranking IT person) of cabinet and executive agencies will report directly to the office of the secretary or director of their agency. Any exception must be approved by the Governor's Chief of Staff or his designee.
- 4. All IT staff and IT functions within cabinet and executive agencies will report to the agency CIO or IT lead of that agency. Any exception must be approved by the Governor's Chief of Staff or his designee.
- 5. The agency CIO or IT lead shall have control and management of all IT expenses within the agency, either by establishment of an independent IT organizational budget or by the establishment of administrative financial controls of IT expenses within existing agency budgets, subject to the approval of the cabinet secretary and the review and approval of the Department of Information Technology, as appropriate under the Department of Information Technology Act..
- 6. The agency CIO or IT lead will have approval authority over all agency IT-related spending, subject to the approval of the cabinet secretary and the review and approval of the Department of Information Technology, as appropriate under the Department of Information Technology Act.
- 7. The agency CIO or IT lead will provide quarterly reports of the total number of IT Full Time Equivalent (FTE) employees, part-time employees, temporary hires, consultants on contract, and budget performance to the Department of Information Technology, beginning no later than November 1, 2008;
- 8. The agency CIO or IT lead will submit a complete inventory of agency IT hardware, software and licenses in a standardized electronic format to be provided by the Department of Information Technology, no later than September 1 of each year.
- 9. The Department of Information Technology shall create a streamlined exception process for agencies to purchase select IT equipment software and services and hiring IT infrastructure positions by agencies deemed to be mission-critical and which falls outside of an agency's IT Plan. This exception process will be in compliance with the requirements of the New Mexico Procurement Code, the Department of Information Technology Act, NMSA 1978, § 9-27-1 et seq., Department of Finance and Administration regulations, and all other state laws and regulations regarding personnel and equipment. The Secretary of the Department of Information Technology shall approve all exceptions.

I FURTHER DIRECT that all reference to the state Chief Information Officer in past Executive Orders, including Executive Order 2004-004, Establishing the New Mexico Office of Workforce Training and Development, Executive Order 2005-027, Directing State Agencies to Take Specific Actions to Protect Sensitive Information Against Identity Theft, and Executive Order 2007-006, Establishment of the State E911 Coordinating Committee, shall now be considered to refer to the Secretary of the Department of Information and Technology.

THIS ORDER rescinds Executive Order 2003-014, Executive Order 2003-018, and Executive Order 2004-014, and supersedes any other previous orders, proclamation, or directives in conflict. This Executive Order shall take effect immediately and shall remain in effect until such time as it is rescinded by the Governor.

ARY HERRERA

SECRETARY OF STATE

BILL RICHARDSON GOVERNOR

3RD DAY OF APRIL, 2008

DONE AT THE EXECUTIVE OFFICE THIS

WITNESS MY HAND AND THE GREAT

SEAL OF THE STATE OF NEW MEXICO



State of New Mexico Office of the Governor

Bill Richardson Governor

EXECUTIVE ORDER 2009-013

ORDER CREATING THE NEW MEXICO OFFICE OF RECOVERY AND REINVESTMENT; ESTABLISHING A COMPETITIVE GRANT ADVISORY TEAM; AND REQUIRING COOPERATION AMONG STATE AGENCIES

WHEREAS, on February 17, 2009, President Obama signed the American Recovery and Reinvestment Act ("ARRA") into law to counteract the dramatic downturn in the national economy, a downturn that has significantly impacted many New Mexicans;

WHEREAS, as a result of the passage of ARRA, New Mexico must endeavor to take all appropriate steps to maximize its ability to qualify for and receive approximately \$2 billion dollars in federal funds to build infrastructure, stabilize unemployment and healthcare benefits for those in need, avoid deep cuts in the State's education spending, invest in healthcare, and create and retain jobs;

WHEREAS, New Mexico will have an unprecedented opportunity to compete for hundreds of millions of dollars to transform our broadband capability, modernize our energy grid to introduce clean energy into thousands of homes, develop an electronic medical records system that will transform healthcare, and create stable, high-wage jobs in the technology and renewable energy sectors;

WHEREAS, the State must make certain that federal funding is distributed as fairly and evenly as practicable, particularly in rural communities that have been hit particularly hard by the recession;

WHEREAS, New Mexico must leverage and utilize all available resources, including those in the public and private sectors to ensure that the State is well positioned to compete for every available dollar;

WHEREAS, the President and Congress have made clear that it is the responsibility of state governors to ensure that ARRA money is spent appropriately and transparently, and that systems are put in place to track and monitor every dollar spent, with the ultimate goal of creating and retaining jobs; and

WHEREAS, the State must act swiftly to implement ARRA to preserve the health, safety and welfare of the citizens of New Mexico.

NOW THEREFORE, I, Bill Richardson, Governor of the State of New Mexico, by virtue of the authority vested in me by the Constitution and the laws of the State of New Mexico, do hereby order the following:

- 1. I hereby establish the New Mexico Office of Recovery and Reinvestment ("NMORR"), which shall be responsible for directing and monitoring the implementation of the programs enacted by ARRA. The NMORR's principle functions shall be to ensure that (a) ARRA monies are spent quickly to provide immediate relief to impacted individuals and families and to help stimulate New Mexico's economy as quickly as feasible; (b) that the funding process is fair, merit-based, and transparent to the public; (c) that fraud, waste and abuse is avoided; (d) that state agencies are held strictly accountable for ARRA funds; and (e) as directed by President Obama, that New Mexico's expenditure of federal funds spurs immediate economic activity, creates and retains jobs, and promotes long-term economic prosperity and quality of life by investing in health and science, transportation, renewable energy and other infrastructure that will foster energy independence and improve the quality of the education and healthcare systems in New Mexico.
- 2. The NMORR shall be staffed as determined by the Governor and shall initially be chaired by former Governor Toney Anaya.
- 3. The NMORR shall review and make recommendations to the administration regarding the approval of ARRA funding.
- 4. The NMORR shall create and implement an effective communications and outreach plan, including a State website and such other available technology tools, that shall keep the public informed of the State's ARRA related activities, funding opportunities and the process for applying, and the funding decisions made by the administration.
- 5. The NMORR shall strive to ensure that all pertinent information is made available to the public regarding possible opportunities for funding and that input to the NMORR is used to maximize the ability of entities within the state to receive funding.
- 6. In cooperation with the Department of Finance and Administration, the NMORR shall provide a system for tracking, monitoring and auditing the expenditure of ARRA funding, including formula monies, infrastructure projects, and competitive grant monies obtained by the State. To the extent practical, the NMORR shall seek to identify, compile and report to the Governor the total dollars received by non-state government entities in New Mexico.
- 7. I hereby establish a Competitive Grant Advisory Team ("Team"), which shall be comprised of individuals in the public and private sectors, and which shall (a) work at the direction of the NMORR to assist with outreach and educational efforts throughout the State; (b) leverage all available resources to compete for and obtain competitive ARRA funding; and (c) provide such advice as the NMORR may request in carrying out its responsibilities. Members of the Team, including a chair, shall be appointed by the Governor and shall serve until May 31, 2009. The Team shall be staffed by the NMORR. The Team shall report to the Governor and the NMORR as necessary and as directed. The work of the Team shall be advisory only and

members of the Team shall not receive per diem, pay nor be reimbursed for travel or subsistence expenses, unless otherwise provided by law.

8. State agencies shall work cooperatively with the NMORR to provide any and all information related to the effective and efficient implementation of ARRA funding and programs and shall assist the NMORR with public outreach efforts.

ATTEST

MARY HERRERA

SECRETARY OF STATE

DONE AT THE EXECUTIVE OFFICE THIS 22ND DAY OF APRIL, 2009

WITNESS MY HAND AND THE GREAT SEAL OF THE STATE OF NEW MEXICO

BILL RICHARDSON

GOVERNOR



State of New Mexico Office of the Governor

Bill Richardson

EXECUTIVE ORDER 2009-037

ESTABLISHING THE TRIBAL ECONOMIC DEVELOPMENT TASK FORCE

WHEREAS, the most recent United States Census data shows that 36.2% of Native Americans in New Mexico live below the federal rate of poverty;

WHEREAS, the median income of Native American families is amongst the lowest in the State of New Mexico;

WHEREAS, development of Tribal economies will result in an increase in the types of jobs available in tribal, local and regional economies, and will benefit the economic livelihood of residents of the region;

WHEREAS, other states have created Native American Enterprise Zones as an effective means of attracting business to tribal communities. Such Zones can be established on tribal land through the exercise of state-tribal collaboration and the exercise of sovereign authority;

WHEREAS, the State of New Mexico is pursuing several initiatives in the renewable energy, information technology, tourism, film, and other industries where tribes have interest, resources and capability to participate and thereby enhance the state-wide benefit;

WHEREAS, by supporting greater tribal economic development that is consistent with the sovereignty and cultural traditions of the tribes, nations and pueblos, the State of New Mexico can improve the quality of life of our Native American citizens, decrease high rates of poverty, and bring economic benefit to rural and other areas of our state.

NOW THEREFORE, I, Bill Richardson, Governor of the State of New Mexico, by virtue of the authority vested in me by the Constitution and the Laws of the State of New Mexico, do hereby create the Tribal Economic Development Task Force ("Task Force"), as follows:

- 1. The duties of the Task Force shall be:
 - a. To research Native American Enterprise Zones and determine if such Zones could be beneficial in New Mexico. The Task Force shall also examine current and potential incentive options to bring high wage jobs to Indian Country, including the development of Gross Receipt Tax incentives;

- b. To identify ways for the state to include tribes, nations and pueblos in the development of tourism and tourism resources, including eco-tourism, initiatives, so there is mutual benefit; and
- c. To identify state resources available to assist tribes in accessing film industry economic development opportunities.
- 2. The Governor shall appoint the membership of the Task Force as follows:
 - a. A co-chair shall be a tribal leader with expertise in tribal economic development;
 - b. A co-chair shall be the Cabinet Secretary of the New Mexico Economic Development Department;
 - c. One member shall be the Cabinet Secretary of the Indian Affairs Department, or designee;
 - d. One member shall be the Cabinet Secretary of the Tourism Department, or designee
 - e. One member shall be the Executive Director of the New Mexico Finance Authority, or designee;
 - f. One member shall be a person with experience with economic development or administration who is a member of a New Mexico Pueblo;
 - g. One member shall be a person with experience with economic development or administration who is a member of the Jicarilla Apache Nation or the Mescalero Apache Tribe;
 - h. One member shall be a person experience with economic development or administration who is a member of the Navajo Nation
 - i. One member shall be a representative of the private business community;
 - j. One member shall be a representative from a New Mexico institution of higher education with a background and specialization in Native American community economic development.
- 3. Appointed members of the Task Force serve at the pleasure of the Governor.
- 4. The New Mexico Indian Affairs Department shall provide administrative staff and support to the Task Force.
- 5. The term of each member shall be from the date of appointment until twenty (20) days after the adjournment of the next regular session of the Legislature, unless otherwise determined by the Governor.
- 6. The Task Force shall convene at least four times, but may convene as frequently as necessary to accomplish the objectives of the Task Force.
- 7. The Task Force shall consult with public and private individuals, experts, and other entities as deemed necessary for the development of its recommendations, and shall consider input from the general public in the development of any recommendation.

- 8. The Task Force shall prepare and present recommendations for the Governor's consideration no later than November 30, 2009.
- 9. The Task Force shall act as an advisory body that makes recommendations to the Governor and in no event shall it make final decisions regarding policy.
- 10. Task Force members shall serve voluntarily and shall receive no pay for their services, nor shall they be reimbursed for travel or subsistence expenses, unless otherwise provided by law.

THIS ORDER supersedes any other previous orders, proclamations, or directives in conflict. This Executive Order shall take effect immediately and shall remain in effect until such time as it is rescinded by the Governor.

ATTEST:

MARX HERRERA

SECRETARY OF STATE

DONE AT THE EXECUTIVE OFFICE THIS 14TH DAY OF SEPTEMBER, 2009

WITNESS MY HAND AND THE GREAT SEAL OF THE STATE OF NEW MEXICO

BILL RICHARDSON GOVERNOR



STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

Awarded Vendor See internet for vendor listing	Price Agreement Amendment
	Price Agreement Number: <u>00-000-00-00001</u>
	Price Agreement Amendment No.: One
Telephone No.	Term: July 1, 2009 - June 30, 2010
Ship To: All State of New Mexico Agencies, Commissions, Institutions, Political sub-Divisions and local public bodies allowed by law.	
Invoice: As Requested	Procurement Specialist: Gerrie Becker
	Telephone No.: (505) 476-3121

Commodity: Telecommunications Services-Local Exchange Telephone Service

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part there of.

This Amendment is issued to reflect the following effective immediately.

Add copy of attached ILEC's to existing Price Agreement.

Except as modified by this Amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 07/23/09

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472



ILEC COMPANIES 2009

Docket/Case or Special Permit NO./FINAL ORDER DATE	COMPANY	CONTACT PERSON(s)	ADDRESS	TELEPHONE FAX NUMBERS	EMAIL
06/15/1987(l)	· · · · · · · · · · · · · · · · · · ·			(505)278-2101	
Doc.No. 98-148-TC	CENTURY TELEPHONE ENTERPRISES, INC. (of the Southwest)d/b/a UNIVERSAL TELEPHONE CO.	PEGGY BRIËSH TED M. HANKINS	POB 4065, MONROE, LA 71211	(505)278-2106F (318) 388-9416 (318)388-9602F	peggy@bacavalley.com ted.hankins@centurytel.com
NMSCC 94-863 09-11-1995	COPPER VALLEY TELEPHONE CO-OP	KEVIN FEWELL	752 E. MALEY, WILCOX, AZ 85643	(520)384-2231 (520)865-2881 (800)421-5711	
11/1981 06/1987	DELL TELEPHONE COOPERATIVE, INC	RICHARD PAGE	610 S. MAIN, DELL CITY, TX	(915)964-2352 (520)964-2402F	
07/01/1987 12/18/1997 05/16/2000	ENMR TELEPHONE CO-OP., INC. D/B/A EASTERN TELECOMMUNICATIONS D/BA/ PLATEAU TELECOM., INC.	TOM M. PHELPS, GM STEVE METTS	POB 1947 - NO. PRINCE STREET CLOVIS, NM 88102-1947	(800)432-2369 (505)389-5100 (505)389-5103F	smetts@plateautel.com
06/15/1987(I) 07/01/1987(E)	LA JICARITA RURAL TELEPHONE CO-OP	DAVID LEWIS, CONSULTANT	GVN CONSULTANTS, INC. 1412 SIDNEY BAKER KERVILLE, TX 78028	(830)895-7233 (505)387-2216 (505)387-9010F	dlewis@ktc.com
No. 000449 10/25/1966 91-259-TC 02/19/92	LEACO RURAL TELEPHONE CO-OP.	JOHN SMITH PHILGUNDERMAN	1500 NO. LOVE STREET LOVINGTON, NM 88260	(800)851-0554 (505)398-5352 (505) 433-4709 (505)398-5350F	jsmith@leaconet.com
Case No. 3364 08/15/2000	MESCALERO APACHE TELECOM, INC. C/O BEACON TELECOM ADVISORS	GODFREY ENJADY	2055 ANGLO DRIVE, #201 COLORADO SPRINGS, CO 80918	(505)464-4039 (505)464-9320F	mporeilly@matisp.net
Doc. No. 95-572-TC	NAVAJO COMMUNICATIONS INC	CURT HUTTSELL	4 TRIAD CENTER, STE. 200 SALT LAKE CITY, UT 84180	(801)924-6358 (801)924-6363F	chuttsel@czn.com
No. 000449 12-18-1987	PANHANDLE TELEPHONE COOPERATIVE, INC.	BOB ROZELL	POB 1188, GUYMON, OK 73942	(580)468-2166 (580)338-2556 (580)338-4225F	rozell@ptsi.net
No. 1067 02/7/1984	PENASCO VALLEY TELEPHONE CO-OP., INC	JOHN METTS CARL WILSON	401 WEST MAIN STREET ARTESIA, NM 88210	(505)748-2510 (505)748-1241	cwilson@pvt.com
	QWEST CORPORATION D/B/A US WEST	DIRECTOR-REG. AFF. MICHAEL HORCASITAS	400 TIJERAS NW, ROOM 510 ALUBUQUERQUE, NM 87103	(505)245-8485 (505)245-5855 (505)245-6190F	mhorcas@qwest.com

06/15/1987(I) 07/01/1987(E)	ROOSEVELT COUNTY RURAL TELEPHONE CO-O	CECILE ARCHIBEQUE	POB 867, PORTALES, NM 88310	(800)658-9577 (505)359-1273 (505)276-9686F	carchibeque@rcrtc.com
		JOHN BADAL	5901-J WYOMING BLVD., NE #226 ALBUQUERQUE, NM 87109	(505) 821-5080	viandstrom@swtel.com
Doc. No. 94-321-TC 10/19/1994(I) 08/16/1996(E)	TULAROSA BASIN TEL. CO., INC		POB 68, TULAROSA, NM 88352- 0068	(505)585-9800 (505)585-8208F	<u>cferrell@tbtc.net</u>
No. 84-214 03/15/1984(I) 04/3/1984(E)		STEVEN D. METTS RICH DULLUM VIRGIL BARNARD	POB 970, WILLCOX, AZ 85644	(800)421-5711 (520)384-2231 (520)384-2831F	judy.bruns@vtc.net rich.dullum@vtc.net virgil.barnard@vtc.net
3217/3218 06/21/2000	WINDSTREAM COMMUNICATIONS 6/k/2 VALOR	BILL GARCIA, ESQ. VP NM GVTMNT AFFAIRS	1800 Old Pecos Trail, Ste. J Santa Fe, NM 87505	(505)955-9700 (505)955-9699F	bill.garcia@windstream.com
Doc. No 97-380-TC 09/29/1997(I) 11/14/1997(E)	WESTERN NEW MEXICO TELEPHONE CO., INC	JOHN FRANCIS	POB 3079, SILVER CITY, NM 88062	(800)535-0611 (505)388-2546 (505)388-2440F	jfrancis@wnmt.com



STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT

Awarded Vendor See internet for vendor listing	Price Agreement Award
	Price Agreement Number: <u>00-000-00-00001</u>
Telephone No	Payment Terms: Net 30 days F.O.B.: Destination
Ship To: All State of New Mexico Agencies, Commissions, Institutions, Political sub-Divisions and local public bodies allowed by law.	Delivery: As Requested
Invoice: As requested	lu a
	Procurement Specialist: Gerrie Becker
	Telephone No.: 505-476-3121

Commodity: Telecommunications Services-Local Exchange Telephone Service

Term: July 1, 2009 thru June 30, 2010

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 06/30/09

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472



State of New Mexico General Services Department Purchasing Division

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

- 1. General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
- 2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variations has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. Assignment:

- A. Neither the order, nor any interest therein, nor any claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
- B. Vendor agrees that any and all claims for overcharge resulting from antitrust Violations which are borne by the State as to goods, services, and materials Purchased in connection with this bid are hereby assigned to the State.
- 4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
- 6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
- 7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
- 8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vender gives for such to any customer for such supplies or services, and that the rights remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of Merchantability.
- 9. Taxes: The unit price shall exclude all State taxes.

10. Packing, Shipping and invoicing:

- A. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied be a packing ticket.
- B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- C. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.

- 11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- 12. Non-Collusion: In signing this bid, the Vendor certifies he/she has not either directly or indirectly, entered into action in restraint of flee competitive bidding in connection with this offer submitted to the State Purchasing Agent.
- 13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev., 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
- 14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 15. All bid items are to be NEW and of most current production, unless otherwise specified.
- 16. **Payment for purchases:** Except as otherwise agreed to: late payment charges maybe assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
- 17. Workers' Compensation: The Contractor agrees to comply with state laws and tales pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable tales when required to do so, this (Agreement) may be terminated by the contracting agency.
- 18. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

IMPLEMENTATION GUIDANCE

EXECUTIVE ORDER 2007-049, Revision 1 December 24, 2007

I. SCOPE

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

"Contractor" means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Expected Annual Value" means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

"Incremental Plan" means the phased in requirements set forth in the Executive Order.

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

- 1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- 2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- 3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.
- 4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.
- 5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

"New Mexico Employees Health Coverage"

- 1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

- (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- 2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- 3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.
- 4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.
- 5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

V. EFFECTIVE DATE

This Implementation Guidance shall be effective December 1, 2007.

State of New Mexico General Services Department Purchasing Division

STATEWIDE PRICE AGREEMENT

ARTICLE I - STATEMENT OF WORK

Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub—divisions and Local Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

The item and/or services to be ordered shall be as listed under ARTICLE IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied, by either the New Mexico Agent or the user, that any order for any definite quantity will be issued under this Price Agreement. The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

ARTICLE 11 - TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III - SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under ARTICLE IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II-TERM. The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the Price Agreement SHALL NOT AFFECTANY OUTSTANDING ORDERS.

ARTICLE VI - AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided in the bid and contract documents.

ARTICLE VII - ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is approved for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize Form SPD-001A or forms adapted by them for their own use.

ARTICLE VIII - PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX - PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached ARE FIRM.

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION PRICE AGREEMENT #: 00-000-00-00001

PAGE -8

ITEM * APPROX* UNIT * ARTICLE AND DESCRIPTION * UNIT PRICE	
* QTY * *	

This Price Agreement is established to provide state agencies with a means for payment of their monthly local telephone services and miscellaneous nonrecurring toll activity. All other forms of long distance telephone services are to be provided directly with the State's long distance services providers under separate price agreements listed on the internet.

All payments are to be made to the local telephone services contractor at the address indicated on the invoice. The telephone services rates are approved by and are on file with the New Mexico Public Regulation Commission.

The term of this Price Agreement shall be July 1, 2009 through June 30, 2010.

001

Local Exchange Telephone Service See attached

NEW MEXICO PUB	LIC REGULATIO	N COMMISSION	SERVICES	
COMPETITVE LOCAL EXC	R-ENDING 2008	PIVINIONICATION	SERVICES	
COMPANY	BUSINESS CUSTOMERS	RESIDENTIAL CUSTOMERS	WIRELESS CUSTOMERS	ACCESS LINES
1 ACCESS POINT, INC.	3			3
1 ACN COMMUNICATION SRVS.				
2 AMERICAN FIBER	65	5		
3 AT&T	11,734	5,968		17,702
4 BIG RIVER TELEPHONE CO		35		35
BROADBAND DYNAMICS	57			57
5 BUDGET PREPAY, INC.		102		
6 BULLSEYE TELECOM	219			360
7 COMTEL TELCOM D/B/A EXCEL		124		124
8 CYBER MESA COMPUTER	1,959	756		2.715
9 ERNEST COMM.				
10 FASTTRACK	26			5 212
11 GRANITE TELECOM	949			5,313
KIT CARSON ELECTRIC COOP		14 VOIP		325
12 LA CANADA WIRELESS ASSOC	4	 	2.240	3,692
13 LEACO RURAL TEL. COOP	416		3,240	3,092
LEVEL3	YES (?))		
14 LOS ALAMOS COMM		 		115
15 MATRIX TELECOM, INC.		<u> </u>	1.000	113
16 MCIMETRO ACCESS TRANSM	605		1,928	4,319
17 MCLEODUSA	945		· · · · · · · · · · · · · · · · · · ·	4,319
18 METROPOLITAN TELECOM	82			63
19 MESCALERO TELECOM	26			03
20 MFG SERVICES, INC.	23			276
21 MITEL NETSOLUTIONS, INC.		9		62
22 ORBITCOM, INC.		8		1109
23 PREFRERRED LD	96		· · · · · · · · · · · · · · · · · · ·	2,114
24 PVT NTWKS	79	1,323		?
25 QUANTUMSHIFT COMM.	<u> </u>	<u>'</u>		16
26 RECONEX (1-800)		6		10
27 TANGER TELECOM	1 (GSA	<u> </u>	<u> </u>	

28 TIME WARNER	884			20,180
29 VALUTEL COMM.	843	36		3,190
30 YUCCA TELECOM	530	807		1,337
31 ZIPPYTECH OF NM, INC.	24			94
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		TELEPHONE 9		DRAWS FROM FEDERAL OR STATE USF	CUSTOMERS IN NM
CASE NO. & FO DATE	COMPANY	TELEPHONE & FAX NUMBERS	COUNSEL/CONSULTANT	YES/NO	YES/NO
3508 4/03/2001	360networks (USA) inc Regulatory Affairs 867 Coal Creek Circle, Ste. 160 Louisville, CO 80027	(877)735-7366 (303)854-5000 (303)854-5100 F	Miller Isar Regulatory Consultants Andrew O. Isar 7901 Skansie Avenue, Ste. 240 Gig Harbor, Washington 98335 (253) 851-6700	NO	NO
3196	Abovenet Communications, Inc. f/k/a American Fiber Network, Inc. Regulatory Affairs	(913)338-2658	Jill Sandford 360 Hamilton Avenue, 7th FL White Plains, New York 10601 (914) 421-6700	1	
2/20/2001	7905 S. 196th Street Kent WA 98032-1122	(972)470-9015	jsandord@above.net	NO	NO
Undocked 04/17/2008	Access Point, Inc. Regulatory Affairs 1100 Cresent Green, Suite 109 Cary, NC	(919) 851-4838 (800) 957-6468		NO	NO
Undocked 04/13/2004	A C N Communications Services, Inc. Regulatory Affairs 1000 Progress Place NE Concord, NC 28025	(704) 370-5541 (704)632-8072	Technologies Management, Inc. Monique Byrnes PO Drawer 200 Winter Park, FL 32790 (407) 740-8575 tmi@tminc.com	NO	YES
3489 4/03/2001	ALLTEL Communications, Inc. d/b/a 360 Communications Company Regulatory Affairs One Allied Drive Little Rock, AR 72203-2177	(800)255-8351 (501)905-8460 (501)905-5489	LEWIS AND ROCA LLP JONTZ DAWE 201 Third Street, NW, 19th FL POB 1027 Albuquerque, New Mexico 87102-1027	NO	NO
3196 02/20/2001	American Fiber Networks, Inc. Regulatory Affairs 9401 Indian Creek Parkway, Ste. 140 Overland Park, KS 66210	(913) 338-2658	Steven Asher, Attorney at Law 301 E. Berger Street Santa Fe, NM 87505 (505) 982-1155 (505) 982-1199F steveasher@msn.com	NO	YES

			T		
Undocked					
	ATC Outdoor DAS, LLC]	
08/14/2008	400 Regency Forest Drive, Ste. 300	(919) 466-6665 (919) 466-5564		NO	NO
	Cary, NC 27518	(919) 400-3304		+	
			Letts S. D. Friesen		
96-78-TC	AT&T Communications of the Mtn. States, Inc.		919 Congress Aven., Ste. 900	İ	
	Manager - Tariffs and Compliance		Austin, TX 78701		
9/5/1997	2535 E. 40th Avenue	(303) 298-6185	(303) 299-5708	NO NO	YES
	Denver, Co 80205+B15	(303) 298-6301F	Isfriesen@att.com	INO	TLO
	AZX Connect, LLC		LEWIS AND ROCA LLP JONTZ DAWE	1	
Undocked	Regulatory Affairs		201 Third Street, NW, 19th FL		
	7575 E Redfield Road, Ste. 137	1	POB 1027	NO	NO
02/13/2006	Scottsdale, AZ 85260	(505) 764-5435	Albuquerque, New Mexico 87102-1027	INO	INO
Undocked	Baldwin County Internet/DSSI Service, LLC			1	į
Olldocked	Regulatory Affairs				
10/03/2007	22645 Canal Road, Suite B.			NO	NO
	Orange Beach, AL 36561	(251) 224-0800			INO
Undocked	Bandwidthcom.com				
1	Regulatory Affairs	(040) 007 4000			
04/17/2008	4001 Weston Parkway, Suite 100 Cary, NC 27513	(919) 297-1020 (919) 297-1101		NO	NO
	Cary, NC 27313	(610) 201 1101		1	
		1			
Undocked	Big River Telephone Company, LLC				
08/14/2008	Regulatory Affairs 24 S Minnesota Avenue				
100/17/2000	Cape Giradeau, MO 63703	(314) 225-2203		NO	NO
	, , , , , , , , , , , , , , , , , , ,				
Undocked	Broadband Dynamics, LLC				
JIIGOGREG	Regulatory Affairs				
08/14/2008	8757 East Via De Commerico, 1st Floor	(480) 941-0444	1	NO	NO
	Scottsdale, AZ 85258	(480) 941-1143F	1	ואט	INO

					1
Undocked 04/02/2009	Broadvox_CLEC, LLC 1228 Euclid Avenue, Suite 390 Cleaveland, OH 44115	(216) 373-4623 (216) 373-4812F	Lance J.M. Steinhart, P.C. 1720 Windward Concourse Ste. 250 Alpharetta, Georgia 30005	NO	NO
Undocketed 07/10/2007	Broadweave Networks of New Mexico, LLC Regulatory Affairs 3940 North Traverse Mountain Blvd., Ste. 100 Lehi, Utah 84043	(801) 407-6043 (801) 407-6005		NO	NO
Undocked 05/29/2002	Budget Prepay, Inc. d/b/a Budget Phone, Inc. Regulatory Affairs 1325 Barksdale Blvd., Ste. 200 Bossier City, LA 71111-4600	(318) 671–5000 (318) 671-5024	Lance J.M. Steinhart, P.C. 1720 Windward Concourse Ste. 250 Alpharetta, Georgia 30005	NO	YES
Undocked 09/09/2005	Bullseye Telecom, Inc. Regulatory Affairs 25900 Greenfield Road, Ste. 330 Oak Park, Michigan 48237	(248) 784-2515 (877) 638-2855F	Doug Forster Technologies Management, Inc. 210 N. Park Avenue PO Drawer 200 Winter Park, FL 32790-0200	NO	YES
Undocked 10/16/2003	CAT COMMUNICATIONS INTERNATIONAL 2117 WILLIAMSON ROAD, NE ROANOKE, VA 24012-7927	(888) 477-1224	Debra A. Waller, Paralegal POB 11845 Roanoke, VA 24022-1845	NO	NO
Undocked 04/22/2004	Charter Fiberlink NM - CCO, LLC Regulatory Affairs 12405 Powerscourt Drive St. Louis, Missouri 63131-3674	(314) 543-2567 (314) 965-6640F	Carrier L. Cox, Director of Legal/Reg. Affairs 12405 Powerscourt Drive St. Louis, MO 63131	NO	NO
Undocked 01/12/2005	Comcast Phone of New Mexico, LLC Regulatory Affairs One Comcast Center Philadelphia, Pennsylvania 19103	Beth Choroser (215) 286-7893 (215) 286-5039	John G. Sullivan 1500 Market Street, 34 East Philadelphia, PA 19102	NO	NO

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Undocked 04/02/2009	Common Point, LLC 3130 Pleasant Run	((217) 698-2860				
	Springfield, IL 62707	(217) 698-0100		NO	NO	
	Spinighted, 12 02.01					
Undocked						
Undocked	Commpartners, LLC					
05/23/2006	Regulatory Affairs		Kristopher E. Twomeny, P.C.			
İ	3291 North Buffalo Drive, Ste. 8		1725 I Street, NW, Ste. 300	NO	NO	
	Las Vegas, Nevada 89129	(702) 367-8647	Washington, DC 20006		INO	<u> </u>
Undocked	Comtel Telcom Assets LP		IA II Durana VD litigation 6			
05/00/0000	d/b/a Excel Telecom Telecom		Melissa Drennan, VP, Litigation & Compliance			
05/23/2006	Regulatory Affairs 433 E. Las Colinas Blvd.	(972) 910-1453	2440 Marsh Lane			
	Irving, TX 75039	(866) 717-8997	Carroliton, TX 75006	NO	YES	
		· · ·				1
Undocked	Comtel Telcom Assets LP					
Ondocked	d/b/a VarTec Telecom		Melissa Drennan, VP, Litigation &			
05/23/2006	Regulatory Affairs		Compliance			
	433 E. Las Colinas Blvd.	(972) 910-1453	2440 Marsh Lane	NO	YES	
	Irving, TX 75039	(866) 717-8997	Carrollton, TX 75006	- INO	TES	1
Undocked	Comtech21, LLC	ļ				
12/29/2004	Regulatory Affairs	Ì		1		
1223/2004	One Barnes Park South	(877) 580-6564	NO ATTORNEY ON FILE	1	1	
	Wallingford, CT 06492	(877) 312-5544		NO	NO	
	Connect Paging, Inc.					
Undocked	f/k/a Usurf Communications, Inc.		Jennifer L. Gunter			İ
1	Regulatory Affairs		Foster Malish & Blair, LLP	 		
02/03/2005	112 East Seminary Drive #B	(817) 204-0624	1403 West Sixth Street Austin, TX 78703	NO	NO	
	Ft. Worth, TX 766115	(017) 204-0024	Additi, IX 10103		113	<u>:</u>
1		}				
	Covista, Inc.		Lance J.M. Steinhart, P.C.	l		
Undocked	Sandra K. Forquer 4803 Highway 58		1720 Windward Concourse	-		1
08/12/2003	Chattanooga, TN 37416		Ste. 250	1	1	
		(423) 648-9500	Alpharetta, GA 30005	NO	NO	

					
Undocked 09/16/2003	Cyber Mesa Telecom Regulatory Affairs 4200 Rodeo Road Santa Fe, New Mexico 87507-4836	(505) 988-9200 (505) 988-8875	David Mittle 208 Maynard Santa Fe, NM 87501	NO	YES
3059 4/30/2001	DPI TELECONNECT, LLC Manager – Tariffs and Compliance 2997-LBJ Freeway, Ste. 225 Dallas, Texas 75234	(972)488-5500	NO ATTORNEY ON FILE	NO	NO
3036 3/21/2000	DSL Net Communications, Inc. Schula Hobbs 50 Barnes Park North Suite 104 Wallingford, CT 06492	(203)772-1000 (203) 624-3612	Marc Esterman 545 Long Wharf Drive, 5th Floor New Haven, CT 06511	NO	NO
Undocked 01/05/2004	Epic Touch Co. Regulatory Affairs 610 S. Cosmos Street Elkhart, Kansa 67950	(620) 697-2111	James U. Troup McGuire Woods LLP 1050 Connecticut Aveune NW, Ste. 1200 Washington Square, Washington, DC 20036	NO	NO
Undocked 12/29/2003	Ernest Communications, Inc. Regulatory Affairs 5275 Triangle Parkway, Ste. 150 Norcross, Georgia 30092	(770) 242-9069 (770) 448-4115F	Dickstein Shapiro Morin & Oslinsky 2101 L. Street NW Washington, DC 20037-1536	NO	YES
Undocked 08/14/2008	Excelacom Light, LLC Regulatory Affairs 11710 Plaza America Drive, Ste. 1002 Reston, VA 20190	(727) 738–5553 (727) 939-2672F		NO	NO
Undocked 01/29/2009	Extenet Systems, Inc. 3030 Warrenville Road, Ste. 340 Lisle, IL 60532	Anita Taff-Rice (630) 505-3800 (630) 577-1332	Law Office of Anita Taff-Rice 1547 Palos Verdes Mall, #298 Walnut Creek, CA 94597	NO	NO

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Undocked 12/22/2003	Fasttrack Communications, Inc. Regulatory Affairs, 779 Tech Center Dr., Unit 200 Durango, CO 81303-7809	(970) 247-3366 (970) 247-2426F	Harry Tate 555 S. Camino Del Rio Durango, CO 81302	NO	YES
Undocked 12/07/2004	France Telecom Corporate Soutions, LLC Regulatory Affairs 2300 Corporate Park Drive Mailstop SPO604 Herndon, VA 20171	703) 375-7325	William K. Coulter DLA Piper Rudnick Gray Cary US LLP 1200 Nineteenth Street, NW Washington, DC 20036-2412	NO	NO
Undocked 10/16/2007	Frontier Communications of America Regulatory Affairs POB 708970 Sandy, Utah 84070-8970	(801) 298-0757	William Templeman POB 669 Santa Fe, NM 87504-0669	NO	NO
Undocked 10/16/2007	Global Capacity Group, Inc. Regulatory Affairs 730 N. Post Oak, Suite 400 Houston, Texas 77027	(713) 529-2219 (800) 505-0037	Lance J.M. Steinhart, P.C. 1720 Windward Concourse Ste. 250 Alpharetta, GA 30005	NO	NO
Undocked 05/25/2004	Global Connection Inc. of America Regulatory Affairs 3975 Pleasantdale Road Atlanta, Georgia 30340	(877) 511-3009 (678) 966-8444	Lance J.M. Steinhart, P.C. 1720 Windward Concourse Ste. 250 Alpharetta, GA 30005	NO	NO
Undocked 12/29/2003	Granite Telecommunications, LLC Regulatory Affairs, 100 Newport Avenue Ext. Quincy, Massachusetts 02171	(617) 933-5500 (866) 847-5550F	NO ATTORNEY ON FILE	NO	YES
Undocked 04/17/2008	Greenfield Communications, Inc. Regulatory Affairs 34112 Violet Lantern, Suite C Dana Point, CA 92629	(949) 248-8898 (888) 230-0020	NO ATTORNEY ON FILE	NO	NO

Undocked 09/23/2003	IDT America, Corp. Regulatory Affairs 520 Broad Street				
**-*-	Newark, New Jersey 07102	(973) 438-4854		NO	NO
Undocked	iLoka Inc. d/b/a Microtech-Tel				
Undocked	Manager – Tariffs and Compliance		Carl Billek		
04/17/2003	4643 S. Ulster Street, Ste. 1200 Denver, Colorado 80237	(303) 373-4444 (303) 373-1077F	520 Broad St. Newark, NJ 07102	NO	NO
Undocked	Impact Telecom, LLC		Lance J.M. Steinhart, P.C.		
03/20/2007	Manager - Tariffs and Compliance 7200 S. Alton Way, Suite B-260 Cetennial, CO 80012	(405) 7 55-8177 (800) 406-4777	1720 Windward Concourse Ste. 250 Alpharetta, GA 30005	NO	NO
					!
Undocked					!
04/02/2009	iNetworks Group, Inc. 125 S. Wacker Drive, Suite 2510 Chicago, IL 60606	(312) 212-0822 (312) 422-9201	Judith A. Riley 5909 Northwest Expressway, Ste. 403 Oklahoma City, OK 73132	NO	NO
3323	Integra Telecom of New Mexico, Inc. Manager – Tariffs and Compliance 1200 Minnesota Center 7760 France Avenue	Carol Wirsbinski (503)453-8119	Judith A. Riley 5909 Northwest Expressway, Ste. 403	NO.	
02/20/2001	Bloomington, Minnesota 55435	(503) 453-8221F	Oklahoma City, OK 73132	NO	NO
2967 6/29/2001	Interactive Networks Corporation d/b/a Western Interactive Manager – Tariffs and Compliance 2005 Highway 180 East, Suite 200		NO ATTORNEY ON FILE		
	Silver City, New Mexico 88061-3079	(505) 388-2546		NO	NO
Undocked 03/20/2007	Inter-Tel NetSolutions, Inc. Regulatory Affairs		Patricia Salazar Ives, Esq. Cuddy Kennedy Albetta & Ives LLP		
00/20/2001	4310 East Cotton Center Blvd., Ste. A-10 Phoenix, Arizona 85040	(602) 253-6004 (602) 254-9634F	POB 4160 Santa Fe, NM 87502-4160	NO	NO

Undocked 5/11/2001	Intrado Communications, Inc. f/k/a Intrado Inc. f/k/a SCC Communications Corp. Manager – Tariffs and Compliance 1601 Dry Creek Road Longmont, Colorado 80503	(720) 494-5800 (720) 494-6600F	Lance J.M. Steinhart, P.C. 1720 Windward Concourse Ste. 250 Alpharetta, Georgia 30005	NO	NO
3406 2/20/2001	Kit Carson Electric Cooperative Charles Bloomquist, Manager POB 587 118 East Cruz Alta Road Taos, New Mexico 87571	(800)688-6780	David Huberman 1601 Dry Creek Drive Longmont, CO 80503	NO	NO
Undocked 11/7/2001	KMC Data, LLC Manager – Tariffs and Compliance 3 Werner Way, Ste. 300 Round Valley Executive Center Lebanon, NJ 08833	(678)985-6266 (678)985-6213F	NO ATTORNEY ON FILE	NO	NO
Undocket 03/20/2007	La Canada Wireless Association Regulatory Affairs 7 Avendia Vista Grande, #220 Santa Fe, New Mexico 87508-9199	(505) 988-5095	Mikhael Vitenson 1200 Route 22 East, Ste. 2000 Bridgewater, NJ 08807	NO	YES
98-413-TC 3090 12/7/1999	LEACO RURAL TELEPHONE CO-OP 220 W. BROADWAY STREET HOBBS, NM 88240-6004	(505) 370-5010 (505) 433-4729F		NO	YES
98-558-TC 2940 02/202001	Level 3 Communications, LLC Manager – Tariffs and Compliance 1025 Eldorado Blvd. Broomfield, Colorado 80021	(720) 888-2512 (720) 888-5134F	Heidel, Samberson, Newell, Cox & McMahon POB 1599 Lovington, NM 88260	NO	NO
Undocked 01/08/2005	Lightyear Network Solutions, LLC Manager – Tariffs and Compliance 1901 Eastpoint Parkway Louisville, Kentucky 40223	(800) 805-8383	Greg Rogers 1025 Eldorado Blvd. Broomfield, CO 80021	NO	NO

					
05/23/2006	LMDS Holdings, Inc. Manger - Tariffs and Compliance 13865 Sunrise Valley Drive Hemdon, VA 20171	(877) 714-6398	Shay Burns Kendricks 195 East Road, Ste. 104-B Los Alamos, NM 87544	NO	NO
	Los Alamos Community Network Regulatory Affairs 999 Central Avenue., Ste. 150	(505) 662-6020	Jonathan S. Marashlian The Helein Law Group, P.C. 8180 Greensboro Drive, Ste. 700 McLean, VA 22102	NO	YES
	Los Alamos, NM 87544	(505) 662-2295 F	WCLean, VA 22102	110	120
	Managed Services, Inc. Regulatory Affairs 672 Spyglass Way Rock Hill, SC 29730	(704) 572-0684 (803) 461-4663		NO	NO
Undocked 05/20/2005	Matrix Telecom, Inc. Regulatory Affairs 7171 Forest Lane, Ste. 700 Dallas, TX 75230	(405) 717-9694	Karly E. Baraga Kelley, Drye & Warren, LL 1200 19th Street, NW, Ste. 500 Washington, DC 20036	NO	NO
Undocked 2/20/2003	MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services Manager – Tariffs and Compliance 22001 Loudoun County Parkway Ashburn, VA 20147	(888)475-7218	Judith A. Riley 2912 Lakeside Drive Oklahoma City, OK 73107	NO	YES
3168 9/19/2000	McLeodUSA, Telecommunications Services, Inc. Manager – Tariffs and Compliance POB 3177 Cedar Rapids, Iowa 52406-3177	Robin McVeigh (319) 790-6823	Charles Carrathers (972) 718-2415	NO	YES
Undocked 10/28/2003	Megahertz Computer Consulting, Inc. Regulatory Affairs 555 S. Miranda Street Las Cruces, New Mexico 88005	(505) 521-1750	Willliam A. Haas 6400 C. St SW POB 3177 Cedar Rapids, IA 52406-3177	NO	NO

			,		
Undocked 11/16/2005	Mescalero Apache Regulatory Affairs POB 229 226 Chiricahua Plaza Mescalero, NM 88340	(505) 464-4039	Gary Aschbacher Megahertz Computer Consulting, Inc. 555 South Miranda Street Las Cruces, NM 88005	NO	NO
Undocked 10/14/2005	Metropolitan Telecommunication of New Mexico, Inc. Regulatory Affairs 44 Wall Street, 6th Fl New York, New York 10005	David Aronow (212) 607-2000	David Cohen, Esq. Cohen & Cohen POB 789 Santa Fe, NM 87501	NO	NO
3361 2/20/2001	MFG Services, Inc. Manager – Tariffs and Compliance POB 1167 Mesilla Park, NM 88047	Anthony Smith (505) 522-2681	Jonathan S. Marashlian The Helein Law Group, P.C. 8180 Greensboro Drive, Ste. 700 McLean, VA 22102	NO	NO
Undocked 10/16/2007	Mobilitie, LLC Regulatory Affairs 500 Newport Center Drive, Suite 830 Newport Beach, California 92660	(949) 999-4541	Peter Gould 900 Gildersleeve Santa Fe, NM 87501	NO	NO
Undocked 08/14/2008	Momentum Telecom, Inc. Regulatory Affairs 2700 Corporate Drive, Ste. 200 Birminghan, AL 35242	(205) 978-4400 (205-978-3402F		NO	NO
3216 10/3/2000	New Edge Network, Inc. D/B/A New Edge Networks Manager – Tariffs and Compliance 3000 Columbia House Blvd.,Ste.106 Vancouver, Washington 98661	(360)693-9009 (877)725-EDGE	K.C. Halm Davis, Wright, Tremaine, LLP 1919 Pennsylvania Avenue, NW Washington, D.C. 20006-3485	NO	NO
Undocked 04/17/2008	New Mexico Telecom solutions, LLC Regulatory Affairs 133 La Placita Circle Santa Fe, New Mexico 87505	(505) 795-7795		NO	NO

			T		
Undocked 08/14/2008	Newpath Networks, LLC Regulatory Affairs 1300 N. Northlake Way Seattle, WA 98103	(206) 550-3858 (206) 633-2768F		NO	NO
Undocked					İ
05/23/2006	Northstar Telecom, Inc. Regulatory Affairs 1425 Walnut Drive Arlington, Nebraska 68002	(800) 266-3930 (402) 478-4400	Lewis Barr 3000 Columbia House Blvd. #106 Vancouver, WA 98661	NO	NO
Undocked	NOS Communications, Inc. Manager – Tariffs and Compliance		Lance J.M. Steinhart, P.C. 1720 Windward Concourse		
4/30/2001	4380 Boulder Highway Las Vegas, Nevada 89121	(702)547-8000	Ste. 250 Alpharetta, Georgia 30005	NO	NO
				1	
3528	NTS Communications, Inc. Manager – Tariffs and Compliance				
2/20/2001	5307 W. Loop 289 Lubbock, Texas 79414-1610	(806)797-0687 (800)658-2150	NO ATTORNEY ON FILE	NO	NO
Undocked	Neutral Tandem, Inc. d/b/a Neutral Tandem-New				
10/16/2007	Mexico Manager - Tariffs and Compliance One South Wacker Drive, Suite 200 Chicago, Illinois 60606	(312) 384-8000 (312) 346-3276	Dan Wheeler 5307 W. Loop 289 Lubbock, TX 79414-1610	NO	NO
ļ			Early, Lennon, Peters, Crocker &		
Undocked	Orbitcom, Inc.		Bartosiewicz, PLC 900 Comerica Building		
02/16/2006	Regulatory Affairs 1701 North Louise Avenue Sioux Falls, SD 57107	Brad VanLeur (605) 977-6900	Kalamazoo, Mi 49007-4752 (269) 381-8844(269) 381-8822	NO	NO
Undocked	Pacific Centrex Services, Inc.				
05/23/2006	Regulatory Affairs 6855 Tujunga Avenue		NO ATTORNEY ON FILE		
	North Hollywood, CA 91605	(818) 623-2300		NO	NO

				- 10	
3446 4/30/2001	Pac-West Telecomm, Inc. Manager – Tariffs and Compliance 4210 Coronado Avenue Stockton, California 95204	(800)399-1234	Early, Lennon, Peters, Crocker & Bartosiewicz, PLC 900 Comerica Building Kalamazoo, MI 49007-4752 (269) 381-8844(269) 381-8822	NO	NO
Undocked 11/09/2004	Paetec Communications, Inc. Regulatory Affairs One PAETEC Plaza 600 Willowbrook Office Park Fairpoint, NY 14450	(585) 340-2944	Gregory J. Kopta Davis Wright Tremaine LLP 2600 Century Square 1501 Fourth Avenue Seattle, WA 98101-1688	NO	NO
88-86-TC 1/1/1987	Plateau Telecommunications, Inc. d/b/a ENMR - Eastern Telecommunications Manager - Tariffs and Compliance POB 1450 Clovis, New Mexico 88102-	Laura Waller (505)389-4211 (505)389-5245F	Daniel Venuti One PAETEC Plaza 600 Willowbrook Office Park Fairpoint, NY 14450	NO	NO
Undocked 08/14/2008	Pelzer Communications Corporation Regulatory Affairs 11501 Georgia Avenue, Ste. 308 Wheaton, MD 20902	(240) 645-1005 (202) 478-0864	Lance J.M. Steinhart, P.C. 1720 Windward Concourse Ste. 250 Alpharetta, Georgia 30005	NO	NO
Undocked 10/16/2007	PNG Telecommunications, Inc. Regulatory Affairs 100 Commercial Drive Fairfield, Ohio 45014	(513) 645-4932		NO	NO
Undocked 03/29/2005	Preferred Long Distance, Inc. Keith Nussbaum, Regulatory Affairs 16830 Ventura Blvd., Ste. 350 Encino, California 91436	(818) 380-9090 (818) 380-9099F		NO	YES
Undocked	Prime Time Ventures, LLC Jeff Rhoden 210 W8th Street, Ste. 203 Medford, OR 97501	(541) 494-4444	John Clark Goodin MacBride Squeri Scholot & Rnchie, LLP 505 Sansome Street, Ste. 900 San Francisco, CA 94111	NO	NO

98-183-TC PVT Networks, Inc. 3477 Manager - Tariffs and Compliance (505) 748-1241 NO ATTORNEY ON FILE 4/3/2001 4011 West Main Street YES NO (505) 746-4142F Artesia New Mexico 88210-9566 QuantumShift Communications, Inc. 3200 f/k/a MVX.COM Communications, Inc. William Templeman Manager - Tariffs and Compliance (888)994-1000 POB 669 101 Rowland Way, Ste. 300 4/3/2001 YES^c NO Santa Fe, NM 87504-0669+D26 (415)893-7180 Novato, California 94945 Undocked Owest Communications Corporation Timothy J. Goodwin 08/31/2004 Manager - Tariffs and Compliance 1801 California Street, 10th Floor 1801 California Stree, Ste. 3800 NO NO (505) 245-8485 Denver, CO 80202 Denver, CO 80202 RECONEX, INC. (1-800) f/k/a Sterling International Funding 97-534-TC George B. Thomson Manager - Tariffs and Compliance 1801 California St., 10th FL (503) 982-8000 2500 Industrial Avenue 12/15/1998 YES NO Denver, CO 80202 1(800)732-6639 Hubbard, OR 97032 Reliant Communications Inc. f/k/a HJN Telecom, Inc. William E. Braun Lisa Rogers Manager - Regulatory Affairs 2500 Industrial Avenue (407) 562-1890 801 International Pkwy, 5th Floor NO NO (407) 562-2001 Hubbard, OR Lake Mary, FL 32746 03/20/01 3273 Sage Telecom, Inc. Nowalsky Broston & Gothard Undocked Regulatory Affairs 3500 Causeway Blvd., Ste. 1442 (214) 495-4700 805 Central Expressway South, Ste. 100 (214) 495-4795 Metairie, LA 70002 Allen, TX 75013 01/29/2008 Sprint Communications Co, LP 96-356-TC Manager - Tariffs and Compliance John di Bene MS: KSOPHT0101-Z2400 5850 W. Las Positas Blvd. (913)762-4936 6391 Sprint Parkway 09/10/1998 NO NO (888)251-7352 Pleasanton, CA 94588 Overland Park, Kansas 66251

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Jndocked	Sterling Telecom, Inc.				
	Manager - Regulatory and Compliance			1	
04/17/2008	242 Beverly Road Huntington Road Station, NY 11746	(866) 425-7143		NO	NO L
	Training con record outside, 1997				
Jndocked					
	Telcentrex, LLC		Mary Jane Rasher c/o AT&T	1	
03/20/2007	Regulatory Affairs 5490 McGinnis Village Place, Suite 114	(888) 835-2368	10005 Gwendelyn Lane		
	Alpharetta, Georgia 30005	(404) 978-4404	Highlands Ranch, CO 80129-6217	NO	NO
	Pripharotta, Georgia 20002				
0.407	Tularosa Communications, Inc.				
3487	Manager - Tariffs and Compliance		John K. Lines		
4/3/2001	503 St. Francis Drive	(505) 585-9800	601 South Harbour Island Blvd., Ste. 220	l _{NI} O	NO
	Tularosa, New Mexico 88352	(505) 585-8208F	Tampa, FL 33602	NO	INO
Undocked	UCN, Inc.				
05/23/2006	Regulatory Affairs		William Templeman	1	1
	14870 South Pony Express Road		POB 669	NO	NO
<u></u>	Bluffdale, UT 84065		Santa Fe, NM 87504-0669	INO	
96-97-TC					
97-10-TC				}	
	Winstar Communications, LLC	(202) 367-7652	NO ATTORNEY ON EU E		
04/25/1997	Box 7153	(973) 438-4524 (973) 438-1503F	NO ATTORNEY ON FILE	NO	NO
	McLean, VA 22106	(9/3) 430-13031		1	
	Wire Plus, Inc.			ļ	
2907	D/B/A TSI, Telephone Services, Inc.	Ì			
44/07/0000	Charles E. Bourger, Jr.	(505)525-0200	NO ATTORNEY ON FILE		
11/07/2000	4411 Dona Ana Road Las Cruces, New Mexico 88005	(800)349-9473	THO ATTOMACT ON THE	NO	NO
<u> </u>	Lab Oldoby For Figure 60000				
	VO Communications Services Inc				
Undocked	XO Communications Services, Inc. Regulatory Affairs			ļ	
CHOOKEU	111 East Broadway, Suite 1000		NO ATTORNEY ON FILE	l _N O	NO !
	Salt Lake City, UT 84111	(407)740-3008	<u> </u>	NO	NO NO

Undocked 12/12/2006	Ymax Communications Corp. Regulatory Affairs POB 6785 West Palm Beach, FL 33405-6785	(561) 586-3380	Alaine Miller 1633 West Lake Aven N. Ste. 200 Seattle, WAS 98109	NO	NO
98-568-TC 2980 9/5/2000	Yucca Telecommunications Systems Manager – Tariffs and Compliance 201 West Secont Street Portales, New Mexico 88130	(505)982-4461	Sharon Thomas Technologies Management, Inc. 210 N. Park Avenue PO Drawer 200 Winter Park, FL 32790-0200	NO	YES
Undocket 12/12/2006	Zippytech of New Mexico, Inc. Regulatory Affairs 3501 E. Mani Street, Ste. #F-122 Farmington, NM 87402	(970) 385-2500	William Templeman POB 669 Santa Fe, NM 87504-0669	NO	NO



Species Reports

Environmental Conservation Online System

Listings and occurrences for New Mexico

Notes:

Ε

- This report shows the listed species associated in some way with this state.
- This list does not include experimental populations and similarity of appearance listings.
- This list includes non-nesting sea turtles and whales in State/Territory coastal waters.
- This list includes species or populations under the sole jurisdiction of the National Marine Fisheries Service.
- Click on the highlighted scientific names below to view a Species Profile for each listing.

Summary of Animals listings

Animal species listed in this state and that occur in this state (29 species)

Status Species Ε Amphipod, Noel's (Gammarus desperatus) Ε Bat, lesser long-nosed (Leptonycteris curasoae yerbabuenae) Ε Bat, Mexican long-nosed (*Leptonycteris nivalis*) Т Chub, Chihuahua (Gila nigrescens) Ε Chub, Gila (Gila intermedia) Ε Flycatcher, southwestern willow (Empidonax traillii extimus) Т Frog, Chiricahua leopard (Rana chiricahuensis) Ε Gambusia, Pecos (Gambusia nobilis) Ε Isopod, Socorro (*Thermosphaeroma thermophilus*) Ε Jaguar (*Panthera onca*) Т Minnow, loach (*Tiaroga cobitis*)

Minnow, Rio Grande silvery Entire, except where listed as an

Animal species listed in this state and that occur in this state (29 species) **Status Species** experimental population (*Hybognathus amarus*) Т Owl, Mexican spotted (Strix occidentalis lucida) Pikeminnow (=squawfish), Colorado except Salt and Verde R. drainages, Ε AZ (Ptychocheilus lucius) Т Rattlesnake, New Mexican ridge-nosed (Crotalus willardi obscurus) Т Shiner, Arkansas River Arkansas R. Basin (Notropis girardi) Т Shiner, beautiful (Cyprinella formosa) Т Shiner, Pecos bluntnose (*Notropis simus pecosensis*) Ε Snail, Pecos assiminea (Assiminea pecos) Т Spikedace (*Meda fulgida*) Ε Springsnail, Alamosa (*Tryonia alamosae*) Ε Springsnail, Koster's (<u>Juturnia kosteri</u>) Ε Springsnail, Roswell (*Pyrgulopsis roswellensis*) Ε Springsnail, Socorro (*Pyrgulopsis neomexicana*) Ε Sucker, razorback entire (*Xyrauchen texanus*) Ε Tern, least interior pop. (Sterna antillarum) Ε Topminnow, Gila (incl. Yaqui) U.S.A. only (*Poeciliopsis occidentalis*) Т Trout, Gila (Oncorhynchus gilae) Wolf, gray Lower 48 States, except where delisted and where EXPN. Ε Mexico. (Canis lupus) Animal species listed in this state that do not occur in this state (2 species) **Species Status** Bear, grizzly lower 48 States, except where listed as an experimental Т population or delisted (Ursus arctos horribilis) Ε Falcon, northern aplomado (*Falco femoralis septentrionalis*) Animal listed species occurring in this state that are not listed in this state (4 species) **Status** Species

- T Eagle, bald Sonoran Desert DPS (<u>Haliaeetus leucocephalus</u>)
- E Ferret, black-footed entire population, except where EXPN (<u>Mustela nigripes</u>)
- T Plover, piping except Great Lakes watershed (<u>Charadrius melodus</u>)
- E Woundfin except Gila R. drainage, AZ, NM (*Plagopterus argentissimus*)

Summary of Plant listings

Plant species listed in this state and that occur in this state (13 species)

Status	Species					
E	Cactus, Knowlton (<u>Pediocactus knowltonii</u>)					
Е	Cactus, Kuenzler hedgehog (<i>Echinocereus fendleri var. kuenzleri</i>)					
Т	Cactus, Lee pincushion (<i>Coryphantha sneedii var. leei</i>)					
Т	Cactus, Mesa Verde (<u>Sclerocactus mesae-verdae</u>)					
Е	Cactus, Sneed pincushion (<i>Coryphantha sneedii var. sneedii</i>)					
T	Fleabane, Zuni (<i>Erigeron rhizomatus</i>)					
Е	Ipomopsis, Holy Ghost (<i>Ipomopsis sancti-spiritus</i>)					
E	Milk-vetch, Mancos (<u>Astragalus humillimus</u>)					
E	Pennyroyal, Todsen's (<u>Hedeoma todsenii</u>)					
E	Poppy, Sacramento prickly (<u>Argemone pleiacantha ssp. pinnatisecta</u>)					
Т	Sunflower, Pecos (=puzzle, =paradox) (<u>Helianthus paradoxus</u>)					
Т	Thistle, Sacramento Mountains (<u>Cirsium vinaceum</u>)					
Т	Wild-buckwheat, gypsum (<i>Eriogonum gypsophilum</i>)					
Last updated: March 25, 2010						
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	<u>S</u> earch					



State of New Mexico SIRCITS DMW Site

5 Pages

Withheld in their entirety pursuant to FOIA Exemption 4 (5 U.S.C. § 552 (b)(4))



Microwave Radio Network

The Department of Information Technology maintains and operates the State's Broadband Digital Microwave Radio Communication network. The primary purpose of the microwave network is to enable interoperable mobile radio communications for public safety (i.e. State Police, Department of Corrections), other state agencies (i.e. Department of Game and Fish, Department of Transportation), and for various local and federal entities. The microwave network connects dispatch centers throughout the State with a network of radio towers that communicate with State Police vehicles and other mobile units.

The Digital Microwave System supports and interconnects the following two way-radio services:

- Local Base Provides instantaneous two-way radio communications between a dispatch center and employees working in the immediate area or close proximity. As an example a State Parks Dispatcher at Park headquarters could contact a Park Ranger working on the other side of the Park.
- Remote Base Provides instantaneous two-way radio communications between a dispatch center and employees working long distances from the center. As an example a State Police Dispatcher could contact an officer on patrol possibly hundreds of miles from the dispatch center.
- Single Channel Console Provides a convenient, functional, and inexpensive interface between a dispatcher and one local or remote base station.
- Multi Channel Console Allows a dispatcher to control multiple local and/or remote base stations from a single dispatch center.
- Mobile Radio Usually installed in a service vehicle, allows employees in the field to communicate to a dispatch center through a local or remote base station.
- Mobile Radio with Repeater Allows an employee, typically police officers, to operate their mobile radio when they are out of the vehicle. An office on foot can instantaneously communicate from a hand held radio to a dispatch center hundreds of mile away.
- Radio Pager A radio pager functions as a hand held radio and can also receive pages from any telephone.
- Portable Radio Provides communication between a small handheld device and another portable radio in the area or through a base station to a dispatch center.

The Statewide Digital Microwave System also supports broadband data services and telephone to agency field offices:

- T-1 or greater bandwidth connecting isolated field offices to headquarter data networks and Internet services.
- Telephone service to remote stations lacking commercial providers.
- Collocation agreements with cell providers to expand cellular service to rural areas.
- Security alarming and video monitoring of critical State communications facilities.

Additionally, DoIT runs the Santa Fe Control Dispatch Center which was established to provide statewide radio dispatch services to public law enforcement and other state agencies. Its sole purpose is to conduct effective communication that will ensure the safety of the citizens and client employees that it serves. The

State of New Mexico has mandated that it be adequately staffed seven days a week, twenty-four hours a day.

Dispatch operations include monitoring, gathering, processing and disseminating all radio transmissions from field units of all agencies as well as all related incoming and outgoing telephone communications for each agency served.

DoIT funds and manages the Radio Communications Maintenance group including fully equipped repair shops in Santa Fe, Las Vegas, Albuquerque, Roswell and Las Cruces. The Radio Maintenance group provides 24/7 emergency repair services. They install and maintain all the State of New Mexico Digital Microwave Radio Network, Dispatch centers and two-way public safety radio systems.

Service Level Options

N/A

Price/Cost Description

- Local Base \$192.51 per month
- Remote Base \$770.03 per month
- Single Channel Console \$462.02 per month
- Multi-Channel Console \$1,201.26 per month
- Mobile Radio \$58.52 per month
- Mobile Radio with Repeater \$292.61 per month
- Radio Pager \$154.02 per month
- Portable Radio \$113.97 per month

Customer Responsibilities

- Prospective two-way radio customers should determine what field units, in what areas, need to communicate with what dispatch centers or other field units.
- Digital Microwave telephone customers need to determine how many telephone lines (or fax) are required and where the central office should be.
- Customers interfacing dispatch centers to the Digital Microwave Network need to determine which
 remote base stations they need to control based on the field units in their area of responsibility.
- Customers must update DoIT with projected needs so equipment purchases and personnel schedules are planned prior to critical need.
- Customers must notify DoIT immediately if their system is not functioning as expected.
- Customers must be available to test and confirm operation of newly installed, upgraded or repaired systems.
- Customers must work with DoIT to maintain an accurate inventory of equipment and services for proper billing and replacement planning.
- DoIT technical and engineering personnel are available to assist customers in planning and determining communications needs.

Service Support

This service is available to customers 24 x 7, excluding planned outages, maintenance windows and unavoidable events. Maintenance windows are used only when needed for scheduled changes.

The Department of Information Technology Enterprise Support Desk operates 24 x 7 and offers a single point of contact for all customer inquiries related to services and the State's technical infrastructure. The Enterprise Support Desk provides technical analysis, problem solving, and first and second level diagnostics.

Service Level Objectives

TBD

Provisioning the Service

Contact the Enterprise Support Desk at (505) 827-2121 or by e-mailing EnterpriseSupportDesk@state.nm.us to order the service.

Additional Information

N/A

Quick Links

- » FY10 Service Rates
- » New Audio Conferencing Rates
- » Audio Conferencing Brochure
- » Instant Meeting Features
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- NEW MEXICO LEGISLATURE
- THE NEW MEXICO OFFICE OF RECOVERY & REINVESTMENT
- STATE OF NEW MEXICO

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SIRCITS BTOP QUALIFICATIONS EASY GRANT ID 6832

The State of New Mexico has operated a state-wide analog 2-way radio system on 99 tower sites for over 50 years! The state has used a sustainable business model of calculating operating expenses and depreciation and then establishing customer rates based upon federally audited formulas.

Over the years, the state has gained tremendous expertise in planning, operating, and improving this critical communication network. Staff has extensive experience in-house and working with contractors to resolve network issues due to the topography, terrain, and natural disasters that can impair system functionality.

The completion of the Digital Microwave networks will enhance many lives (citizens, businesses, visitors, and those that work in Public Safety). The Department of Information Technology has proven to be a valuable asset to the State of New Mexico and with the successful funding of our grant request, our team of experts for network, radio, broadband, and public safety stand ready to deliver!

SCHOOL / INSTITUTION / AGENCY	ADDRESS	CITY	ST	ZIP	Current	Initial Need	Futures (Estimate/ Guess)

38 Pages

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	10/1/2010 9/30/2011 Year 1	10/1/2011 9/30/2012 Year 2	10/1/2012 9/30/2013 Year 3	10/1/2013 9/30/2014 Year 4	10/1/2014 9/30/2015 Year 5	10/1/2015 9/30/2016 Year 6	10/1/2016 9/30/2017 Year 7	10/1/2017 9/30/2018 Year 8	
Estimated Customer Rates									
Operating Revenue	5,400,000.00	5,400,000.00	8,800,000.00	8,750,000.00	8,700,000.00	8,400,000.00	8,100,000.00	7,800,000.00	61,350,000.00
Total Customers	3,400	3,800	4,200	4,300	4,400	4,500	4,600	4,700	
Yearly Rates	1,588.24	1,421.05	2,095.24	2,034.88	1,977.27	1,866.67	1,760.87	1,659.57	
Rates per Month	132.35	118.42	174.60	169.57	164.77	155.56	146.74	138.30	