



RFP NO. 2017-006-VP – E-RATE Internet Access

Commodity Code Number(s): 91551

For Contracting Agency: Los Lunas Schools

Contact Person: Vicki Parker, Director of Purchasing

Address: P.O. Drawer 1300

City/State/Zip: Los Lunas, NM 87031

Telephone: 505-866-8246 Fax: 505-866-8262 E-Mail: vparker@l1schools.net

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: Tuesday January 17, 2017 TIME: 2:00 PM MST

**DELIVER TO: Los Lunas Schools
Attn: Vicki Parker
119 Luna Avenue (If hand delivered)
P.O. Drawer 1300 (If mailed)
Los Lunas, NM 87031,**

The date and time received will be stamped on the proposals by the District offices. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

A PRE-PROPOSAL CONFERENCE will not be held.

Proposals shall be delivered to 119 Luna Ave/P.O. Drawer 1300 Los Lunas, NM 87031. Proposals must be in the physical possession of Los Lunas Schools on or prior to the exact time and date indicated above. Proposals shall be clearly marked "**Proposal for LLS 2017-006-VP Internet Services E-Rate**". Late proposals will not be accepted. Proposals received after the correct date and time will be refused delivery or returned unopened.

Los Lunas Schools (hereafter referred to as the District) seeks proposals to establish a 12-month contract, with the possibility of issuing seven one-year extensions, with Service Providers to install and provide the following services: Aggregated **Internet Access** to all of Los Lunas Schools Campuses, including the District Central Offices, District Service Center, Teacher Resource Center, and other WAN-connected sites. Terms will be dictated by E-Rate funding cycles stating allowable contract dates and contract termination dates. This contract may cover both E-Rate eligible and non-eligible items. If eligible and non-eligible items or services are offered, Offerors must break out the non-eligible items and list them as such.

This solicitation consists of:

- Contract Offer
- Contract Acceptance and Award
- Terms and Conditions
- Project Overview
- Explanation of Scoring Matrix
- RFP Preparation Instructions
- Pricing sheets

Offerors are strongly encouraged to carefully read this solicitation thoroughly. Failure to examine any of the requirements will be at the offeror's risk.

Questions regarding the specifications and scope of work of the RFP should be directed to:

Contact: Mike Good
Phone: (505) 866-8312
E-Mail: mwgood@llschools.net

The district has assigned a **Procurement Manager** who is responsible for the conduct of this procurement whose name, address, telephone and e-mail is listed below:

Vicki Parker, Director of Purchasing
P.O. Drawer 1300
Los Lunas, NM 87031
Phone: 505-866-8246
E-Mail: vparker@llschools.net

Contract Offer

TO: Los Lunas Schools:

The undersigned hereby proposes and agrees to furnish _____ services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the proposal. Signature also certifies understanding and compliance with all Terms and Conditions.

Federal Employer Identification Number _____

E-Rate SPIN Number _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Telephone Number _____ Fax _____

E-Mail Address _____

Website _____

Contract Acceptance and Award (District ONLY)

Your Offer is hereby accepted:

As Contractor, you are bound to sell the services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's proposal as accepted by Los Lunas Schools.

Awarded this _____ day of _____ in the year _____.

By _____, _____ for Los Lunas Schools

This contract shall begin on July 1, 2017, and remain valid until June 30, 2018, and may be extended in the "Extensions" section of this document, at the discretion of Los Lunas Schools. The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a properly issued purchase order from the District, proper Funding Commitment Decision Letter from the Schools and Libraries Division of the Universal Service Administration Corporation and all appropriate E-Rate paperwork has been filed.

RFP Affidavit Signature Page

Company Name _____

Address _____

City _____ State _____ Zip _____

If awarded a contract, the Offeror will provide the equipment and services to the District in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.

I, _____ the undersigned _____
(Print Name of Signer) (Print Office Held)

of the above named Offeror, being duly sworn and under oath, say and affirm this Date, that I hold the aforementioned Office in the above Offeror and I affirm the following:

AFFIDAVIT I

This is to certify that the Offeror or any person on his behalf has examined and understands the terms, conditions, scope of work, specifications and other documents of this solicitation. Furthermore, the offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the offerors or award of the referenced proposal.

AFFIDAVIT II

The offeror or any person in his behalf agrees to comply fully with any and all, local, state, and/or federal provisions that may regulate the offeror's business.

AFFIDAVIT III

Neither I, nor to the best of my knowledge, the Offeror, or any associate of the Offeror, nor any of its employees, or any subdivision thereof has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government.

AFFIDAVIT IV

If the Offeror is proposing to provide Internet Access connections to carry voice transmissions, the Offeror is a registered Telecommunications Service Provider, as recognized by the Schools and Libraries Division of the FCC and has a valid Service Provider Identification Number issued by the SLD and is in good standing with the SLD and FCC. The offeror or any person in his behalf agrees to comply fully with any and all Program Rules as set forth by the Schools and Libraries Division, Universal Service Administrative Corporation and/or the Federal Communications Commission as related to the E-Rate funding mechanism.

Signature: _____ Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____,

County or City of _____, this _____ day of _____ in the year _____.

Notary Public: _____

(Affix Seal Here)

SEQUENCE OF EVENTS

	Action	Responsibility	Date
1.	Issue of RFP	District	December 13, 2016
2.	Deadline to Submit Questions	Potential Offerors	January 4, 2017
3.	Response to Written Questions/RFP Amendments	District	January 6, 2017
4.	Date of Release of Last Addenda		
5.	SUBMISSION OF PROPOSAL	OFFERORS	January 17, 2017, 2:00 PM MST
6.	Proposal Screened & Distribution to Selection Committee	District	January 18, 2017
7.	Proposal Evaluation	Selection Committee	January 18-20, 2017
8.	Selection of Finalists	Selection Committee	January 20, 2017
9.	Interview with Finalists (if held)	Selection Committee	TBD
10.	Contract Negotiations	Selection Committee	TBD
11.	Contract Award	LLS Board of Education	January 24, 2017
12.	Issue Notice of Award, Prepare Contract	Offerors	February 7, 2017
13.	Protest Deadline	Offerors	February 8, 2017

Explanations of Events

1. **Issue RFP:** This RFP is issued by the Owner in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, General Government Administration Procurement Regulations NMAC 1.4.1.29 through 1.4.1.47, and General Government Administration Procurement Code Regulations for Use of Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs, NMAC 1.4.8.1 through 1.4.8.17.
2. **Deadline to Submit Written Questions regarding the RFP Process:** This is the date and time set for submitting written questions regarding the RFP document and procurement process to the Procurement Manager. Note: questions regarding the drawings and specifications shall be directed to the Design Professional.
3. **Response to Written Questions to RFP Process and Addendum:** This is the date and time set by the Procurement Manager to issue a response to written questions regarding the RFP procuring document or the procurement process. The Procurement Manager will coordinate this response with the Design Professional to be included in the issuance of addenda, if applicable.
4. **Date of Release of Last Addenda Prior to Submission of Proposals:** This is the date that has been set by the Design Professional that signifies no other addenda will be issued on the project so that Offerors have time to finalize their responses.

5. **Submission of Proposal:** This is the date and time that has been set for the submission of Proposals. Late Proposals **WILL NOT** be accepted. It is the Offeror's responsibility to ensure that Proposals arrive at the appointed location, date and time. Proposals may be delivered early to avoid any possible delay of the submission. The documents shall be in a sealed container with the RFP number and opening date indicated on the bottom left hand side of the container as follows:

Los Lunas Schools
Attn: Vicki Parker
119 Luna Avenue (if hand delivered)
PO Drawer 1300 (if mailed)
Los Lunas, NM 87031

RFP NO: 2017-006-VP, January 17, 2017 at 2:00 PM MST

PROPOSALS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Proposal submittals shall be date and time-stamped by the Owner. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.

The Procurement Manager shall review the proposals for completeness and compliance with the mandatory requirements prior to distribution to the Evaluation Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination which will include the right of the Offeror to protest the decision. (See Section II.C.1.). The Procurement Manager shall designate a witness to be present during the opening the proposals. The witness and Procurement Manager shall sign the "List of Offerors" for the procurement file.

7. **Proposal Evaluation:** This is the date and time that the Evaluation Committee will convene to discuss the proposals and to report individual scores to the Procurement Manager. Individual scores shall be recorded on the Master Score/Rank Sheet. After the scores have been recorded, the Procurement Manager shall open the Price Proposals and calculate the points for each Offeror. The Procurement Manager shall record the scores allocated to Price for each Offeror on the Master Score/Rank Sheet.

8. **Selection of Finalists:** The Procurement Manager shall notify all Offerors of the Short List Rank of Offerors in writing, and state whether or not interviews will be held.

NOTE: The Selection Committee may hold interviews with the highest-ranked Offerors, where there is a natural break in the scoring. The number of interviews, if held, will be at the discretion of the Selection Committee. If interviews are not held, the decision shall be documented for the procurement file.

9. **Interview of Short-List Offerors:** If interview(s) are to be held, the date, time, and location of the Interview meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Short-List Offerors that includes the points to be allocated to each question. Points allocated to the questions shall be evenly distributed.

NOTE: A "Pre-Interview" meeting may be held by the Owner's Representative, if it is determined it is in the best interest of the short-listed Offerors and the Project, to answer questions regarding the interview process, and to distribute the list of prepared questions to be addressed.

10. **Contract Negotiations:** The Owner reserves the right to enter into negotiations with the highest ranked Offeror per NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next ranked firm based on final ranking.

11. **Recommendation of Award to Board of Education:** The Procurement Manager shall prepare a procurement report and a recommendation to the Board for award of the Project that shall include the ranking of all Offerors and the final ranking of Short-Listed Offerors. Upon Board approval, the Design Professional shall prepare the Notice of Intent to Award a contract to the Board approved Offeror.

12. **Issue Notice of Award, Prepare Contract:** Upon the successful completion of contract negotiations and Board of Education approval, the Architect shall issue the Notice of Award and prepare the Contract for Construction.
13. **Protest Deadline:** The protest period for award of the contract shall begin the day after the date of the Notice of Award. This date shall be determined by the Procurement Manager. See Section C, Paragraph 1, below for more detail.

Terms and Conditions

E-RATE

This solicitation and resulting contract is wholly contingent on the successful funding of future E-Rate awards from the Universal Services Administration Corporation and at the option of Los Lunas Schools. Vendor shall honor all pricing and contract components regardless of E-Rate funding status. Los Lunas Schools agrees to make clear to successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism.

EXTENSIONS

Execution of this section by both parties will extend this contract one year at a time, upon Board of Education approval, for subsequent fiscal years to include 2018-2019 through 2024-25.

Vendor Signature: _____

School Signature: _____

Printed Name: _____

Printed Name: _____

Additional Extensions may be executed (signed and dated by both parties) and attached to this document.

INDEMNIFICATION

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

The indemnification obligation under this agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for contractor or any subcontractor, and shall survive the termination of this agreement. Money due or to become due to the contractor under this agreement may be retained by the Procuring Agency, as necessary to satisfy any outstanding claim that the Procuring Agency may have against the contractor.

INSTALLATION

Equipment that requires professional installation shall be installed in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed and/or certified individuals. The contractor, in consultation with the District, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contractor must be willing to coordinate its activities with those of other trades working on the same project. The standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed. Where applicable, all work shall be accomplished in a manner so as to match adjacent existing work in the same area or on

the same elevations. Under no circumstances will the contractor make adjustments to or alter in any manner the District's existing facilities without prior approval from the District's authorized representative.

RED LIGHT RULE

Any vendor, or the sub contractor of any vendor, who is currently under, or has reason to believe that they may have a red light status under, the "Red Light Rule" by the FCC must disclose that information in this proposal. If any vendor, or the sub contractor of any vendor, is found to have a red light status under the FCC "Red Light Rule" during the term of this contract, this contract may be immediately terminated for violation of Affidavit IV of this document. The District will provide the vendor ten (10) days written warning of its intention to cancel the contract under this clause.

SCOPE OF WORK

Los Lunas Schools is seeking vendors to provide district wide Internet access. Prospective vendors will supply a sufficiently detailed scope of work in their proposal to allow the District to make a reasoned selection among competing proposals. That scope of work will clearly indicate any activities the vendor expects the District to perform in conjunction with the implementation and delivery of the offered service. An exact scope of work listing all pertinent details, including but not limited to, installation schedules, migration details, and exact standards to be adhered to will be provided to the District by the selected vendors once all E-Rate applications are filed, an FCDL is issued to Los Lunas Schools and Los Lunas Schools issues the vendor an official Purchase Order.

SHIPPING

Shipping errors/risk of transportation: Offeror agrees that shipping errors will be at the expense of the vendor. All risk of transportation and all related charges shall be the responsibility of the offeror. All claims for visible or concealed damage shall be filed by the offeror. The District will notify the offeror and/or freight company promptly of any damaged goods and shall assist the freight company/offeror in arranging for inspection. Shipments shall be F.O.B. destination. Title and risk of loss of material or service shall not pass to the District until it actually receives the material or service at the point of delivery, unless otherwise provided in this document.

SITE REQUIREMENTS

Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by District. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition. No vendor shall begin a project for which the site is not prepared by the District, unless the vendor decides to do the preparation work at no cost. Site preparation includes things like moving furniture, installing wiring for power, and similar pre-installation requirements. Contractors shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of workers and the public. They shall post danger warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public, and existing structures from injury or damage.

SPECIFICATIONS

The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet the specifications in the RFP will not be considered sufficient cause to adjudge these specifications as restrictive. Offerors shall utilize equipment and supplies, as well as offer services that they believe come closest to meeting these specifications. If the vendor deviates from the specifications in the RFP, the reasons for each deviation must be stated. Failure to detail all deviations may be sufficient grounds for rejection of the entire proposal. All specifications in this solicitation are designed to enable a offeror to satisfy a requirement for a service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any offeror who believes a specification is unnecessarily restrictive, and submits a proposal, must indicate such in its initial response.

STATE REPLACEMENT CONTRACT

Los Lunas Schools reserves the right to reject all responses to this document and use a State of NM Replacement Contract or any other established procurement contract accepted by state procurement

regulations governing Los Lunas Schools for all or part of the products and/or services covered under this document.

CANCELLATION

Cancellation for convenience: The District reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when the District determines that action to be in its best interest. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or vendor deficiency: The District reserves the right to cancel the whole or any part of this contract due to failure by the offeror to carry out any obligation, term or condition of the contract. The District may issue a written deficiency notice to the offeror for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Failing to adequately perform the services set forth in the specifications of the contract;
- Failing to complete the work required or furnish materials required within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving the District reason to believe that the offeror will not or cannot perform the requirements of the contract;
- Failing to observe any of the terms and conditions of the contract; and/or E-Rate program rules.

Upon receipt of a written deficiency notice, the offeror shall have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by the contractor under the contract shall become property of the District.

Contractor cancellation: The contractor may cancel this contract upon thirty (30) days written notice to the District prior to the intended termination date. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by the District.

Continuation of performance: The contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

SUSPENSION OR DEBARMENT

If, within the past five (5) years, any firm, business, person, or vendor submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, including the SLD, the offeror must include a letter with its response or proposal setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply such a letter or to not disclose in the letter all the pertinent information shall result in the cancellation of any contract. By signing the proposal section, the offeror certifies that no current suspension or debarment exists.

TAXES

LLS holds a Class 9 Nontaxable Transaction Certificate which does not apply to professional services, labor or construction. The offeror will be responsible for payment of all New Mexico Gross Receipts taxes or any other taxes due as a result of any contract with LLS. It is the offeror's responsibility to forward all taxes to the proper revenue office. Price proposals shall include applicable state, and local taxes, however taxes will not be considered when evaluating each proposal.

The contractor shall not be reimbursed by Los Lunas Schools for applicable New Mexico gross receipts taxes, nor interest or penalties assessed on the contractor by any authority. The payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and should be reported under the contractor's federal and state tax identification number(s).

Contractor and any and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall require all subcontractors to hold Los Lunas Schools harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal and/or state and local laws and regulations and any other costs,

including transaction privilege taxes, unemployment compensation insurance, social security and worker's compensation.

TERM OF CONTRACT

It is the intent of Los Lunas Schools to award a multi-year contract for the specified services. The original contract term will begin with Fiscal Year 2016/17 and can be renewed upon LLS Board of Education approval one year at a time for seven subsequent fiscal years. The original contract date is July 1, 2017 through June 30, 2018, the date specified in the Contract Award section of this document. Extensions to this contract may be made by executing the EXTENSION section of this contract.

WARRANTY/QUALITY GUARANTEE

Contractor's representations and warranties: All representations and warranties made by the contractor under this contract shall survive the expiration or termination of the contract. The contractor warrants that any material supplied under this contract shall fully conform to all requirements of the contract and all representations of the contractor, and shall be fit for all purposes and uses required by the contract. Contractor warrants that all equipment, software, and service delivered under this contract shall conform to the specifications of this contract.

GOVERNING LAW

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

USE OF ELECTRONIC VERSIONS OF THIS RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the district, the Offeror acknowledges that the version maintained by the District shall govern.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (page 15-16), as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of the identified official. Failure to complete and return the signed unaltered form will result in disqualification.

Project Overview

1. Internet connection services at a minimum data rate of 500 Mbps (upstream and downstream) initially but potentially growing up to 1 Gbps (or more) within several years.

Location of Aggregation Point: 119 Luna Ave, Los Lunas, NM 87031.

The district currently utilizes an aggregated Metro Ethernet Internet connection of 300 Mbps. Average usage during peak times ranges from 250-280 Mbps, but has been recently growing rapidly – especially with the influx of mobile and wireless devices within the district. Due to increased usage of mobile technology, the availability of district wide wireless, and increased reliance of online educational resources, it is anticipated that the district may need to increase bandwidth significantly in the next few years in order to appropriately handle peak bandwidth usage. Preference will be given to Internet Service Providers that offer the ability to incrementally increase bandwidth over 1 Gbps. The district desires the ability to increase bandwidth in relatively small increments, such as 100-200 Mbps increments, if needed. In addition, a successful Internet Service Provider **MUST** be able to offer a /26 publicly routable subnet, in addition to internet access and bandwidth.

School Name

Ann Parish Elementary
Bosque Farms Elementary
Desert View Elementary
Katherine Gallegos Elementary
Los Lunas Elementary
Peralta Elementary
Tome Elementary
Valencia Elementary
Raymond Gabaldon Elementary

Physical Address

112 Meadow Lake, Los Lunas, NM 87031
1390 W. Bosque Loop, Bosque Farms, NM 87068
49 Camino La Canada, Los Lunas, NM 87031
236 Don Pasqual Road, Los Lunas, NM 87031
800 Coronado Road, Los Lunas, NM 87031
3645 NM Highway 47, Peralta, NM 97042
46 Chacon Road, Tome, NM 97060
111 Monica Road, Los Lunas, NM 87031
454 Coronado, Los Lunas, NM 97031

Los Lunas Middle School	423 Main, Los Lunas, NM 87031
Valencia Middle School	22 Marlink Road, Los Lunas, NM 87031
Century High School	32 Sun Valley Road, Los Lunas, NM 87031
Los Lunas High School	1776 Emilio Lopez, Los Lunas, NM 87031
Valencia High School	310 Bonita Vista Blvd., Los Lunas, NM 87031
District Administrative Complex	119 Luna Avenue, Los Lunas, NM 87031
District Service Center	1262 NM Highway 314, Los Lunas, NM 87031
Teacher Resource Center	800 Coronado Road, Los Lunas, NM 87031

Los Lunas Schools reserves the right to add any new or relocated sites within the district during the term of this contract.

DATA NETWORK

Currently, the district provides aggregated internet access to all sites via a shared 100 Mbps Metro Optical Ethernet connection provided by Century Link - located at the district Central Office. Each site is connected to the Central Office via the district WAN either via district owned 10Gb fiber, or via 100 Mbps MOE, provided by Century Link; therefore, each site is connected to the Central Office by no less than 100Mbps bandwidth (voice and data combined). The district is current seeking to upgrade its WAN, via a separate RFP.

Explanation of Scoring Matrix

Los Lunas Schools will use a 100 point scoring matrix to evaluate all submitted proposals. Please provide the information requested below.

TOTAL PRICE

30 points total

Firm fixed price: All proposals shall include initial and monthly costs. Scoring shall be based on total cost over a 60-month time period. In the event an offeror responds for a term of less than 60 months, additional months, at the rate of the last representative monthly rate, shall be added to ensure a fair comparison of price. This pricing model is inclusive of the concept of "Total Cost of Ownership", even though the district will NOT be purchasing any equipment under this contract. This contract is for services only.

Point Awards: Each total price will be divided into the lowest price and multiplied by 30 to arrive at the earned point value. Rounding will not extend past two decimal points. (i.e. .8947 rounded to .89)

Example: Vendor A total price: \$100.00
 Vendor B total price: \$95.00
 Vendor C total price: \$85.00

Vendor A	85/100=.85	.85*30=25.50	25.50 points awarded
Vendor B	85/95=.89	.89*30=26.70	26.70 points awarded
Vendor C	85/85=1	1*30=30	30.00 points awarded

Ties in Ranking: Ties in ranking by individual committee members and collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

	Scoring	Numerical Ranking
Firm A	Tie	(1 st + 2 nd)/2= 1.5
Firm B	Tie	(1 st + 2 nd)/2= 1.5
Firm C	3 rd	= 3

A tie for first, at the end of final rankings after the completion of evaluation of proposal shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee.

SERVICE LEVEL AGREEMENT & ROBUSTNESS

10 Points Total

Provide a specific Service Level Agreement (SLA) stating the MTBF (mean time between failures) of the proposed network services, express warranties of guaranteed "up-time" of the network services to be provided and response times in the event of any network issue experienced by the District. Provide

specific information on the monitoring of the services provided and the time(s) of day the services will be monitored. Offeror should include specific remedies for the District in the event the SLA is not upheld during the term of the contract by the service provider. The SLA will be reviewed and awarded up to 10 points.

OVERALL BENEFIT TO DISTRICT

15 Points Total

Vendor shall be scored based upon the overall package benefit to district, including continuity of service, cost for any necessary migration of services, disruption of service due to any required changes of public IP addresses, as well as the amount of district staff investment involved in the implementation of service. This documentation will be reviewed and awarded up to 10 points. Internet Service Provider **MUST** be able to offer a /26 publicly routable subnet, in addition to internet access and bandwidth.

CUSTOMER REFERENCES

5 Points Total

The ability to complete, manage and correctly bill projects is important to Los Lunas Schools. Please provide proof of successful projects via customer references. Los Lunas Schools requires **four** references from customers where the offeror provides similar E-Rate projects and SLD billing equal to or near the price provided in the vendor's response to this solicitation. Please include project type, project total, distance from home office, named contacts including telephone numbers and E-mail addresses. All references will be verified. These references are worth up to 5 points.

VENDOR SUMMARY

10 Points Total

Write a brief history of your company that includes its philosophy of doing business. Generally, Los Lunas Schools will not accept a proposal from a business less than three years old or which has failed to establish a proven record of business. Generally, Los Lunas Schools will not accept a proposal from a business that has no track record of providing said services under the E-rate program. Fill out in its entirety the Form W-9 which will be supplied by the District with this RFP. This statement will be reviewed and awarded up to 100 points.

E-RATE CLAUSES

10 Points Total

Vendor shall provide documentation on the position of the company if E-rate funding were to no longer exist from the Schools and Libraries Program of the Universal Service Fund. Vendor shall provide documentation indicating their knowledge of and ability to work within the E-rate environment to maximize funding opportunities and ensure the earliest project completion. Documentation shall be provided on how the vendor prefers to deal with E-rate Forms 471, 472, 474, and 486. Vendor shall also indicate their preferred methods of working with the E-rate billing processes (Form 470 requires the filer to indicate how they prefer to be billed). Vendor shall provide a position statement on how they will deal with late FCDL (funding commitment decision letters) or funding denial in future years of the contract. The E-rate clauses documentation will be reviewed and awarded up to 10 points.

SCALABILITY OF SOLUTION

20 Points Total

Vendor shall provide detailed documentation on the scalability of the proposed solution. Details must be given on the timeframe necessary to upgrade connections if greater bandwidth is desired by the District, whether it be for one or all sites covered in the contract. Vendor shall provide detailed documentation on how it will manage the addition of new schools or District facilities to the service contract. Details must be given on how the vendor will aide the district in making these changes in accordance with E-rate rules. 10 points will be awarded for the documentation dealing with the scalability of the solution.

RFP Preparation Instructions

One original and three copies of the response must be included (total **four (4) responses**). Los Lunas Schools also requires that the offeror retain at least one copy of the submission. In order for Los Lunas Schools and the proposal reviewers to clearly understand the proposal being presented by the Offeror, a complete response to this RFP must be contained in three ring binders in tabbed sections as listed below. Failure to comply with these instructions may result in proposal disqualification.

TAB 1: Contracts

Contract Offer page (page 3), RFP Affidavit Signature page with all sections completed, notarized with all signatures in blue ink, proposal exceptions, and additional offerors contracts. Additional vendor contracts should be included in this section.

TAB 2: Pricing

Pricing sheets for all services, including total offered price. Attach any additional alternate suggestions as vendor quotes to the back of the included pricing sheets. Clearly mark additional alternates as such.

TAB 3: Service Level Agreement

Vendor statement as outlined in the explanation of scoring matrix section.

TAB 4: Overall Benefit to District

Vendor statement of the overall benefit to district of the "total package" including ease of migration, continuity of service, minimization of disruption of service, along with any other benefits.

TAB 5: Customer References

Copies of four customer references as outlined in the explanation of scoring matrix section. Please include a name, phone number and email address for verification purposes.

TAB 6: Vendor Summary

Vendor statement as outlined in the explanation of scoring matrix section. Form W-9 filled out in its entirety.

TAB 7: E-Rate Clauses

Vendor statement as outlined in the explanation of scoring matrix section.

TAB 8: Scalability of Solution

Vendor statement as outlined in the explanation of scoring matrix section.

TAB 9: Miscellaneous Additional Information

Any additional proposal information, including appendix with catalogs, slicks, model specifications and information etc., and campaign contribution form.

******Proceed to Pricing Sheet**

Pricing Sheet for 500 Mbps

Complete one copy for each service. If multiple services are proposed a copy summarizing the total costs of the proposed services should also be supplied.

Vendor shall retain ownership of any and all equipment installed. Pricing shall be evaluated on the Total Project Cost.

Initial Set-up/Installation Cost \$ _____ . _____

Year 1 Monthly Cost \$ _____ . _____ X12 \$ _____ . _____
(Yearly Cost)

Year 2 Monthly Cost \$ _____ . _____ X12 \$ _____ . _____
(Yearly Cost)

Year 3 Monthly Cost \$ _____ . _____ X12 \$ _____ . _____
(Yearly Cost)

Year 4 Monthly Cost \$ _____ . _____ X12 \$ _____ . _____
(Yearly Cost)

Year 5 Monthly Cost \$ _____ . _____ X12 \$ _____ . _____
(Yearly Cost)

Year 6 Monthly Cost \$ _____ . _____ X12 \$ _____ . _____
(Yearly Cost)

Year 7 Monthly Cost \$ _____ . _____ X12 \$ _____ . _____
(Yearly Cost)

Year 8 Monthly Cost \$ _____ . _____ X12 \$ _____ . _____
(Yearly Cost)

Decommissioning Cost \$ _____ . _____

Total Project Cost \$ _____ . _____
Initial cost plus all yearly costs

Provide a monthly cost for the following speeds:

600 Mbps Monthly Cost \$ _____ . _____

700 Mbps Monthly Cost \$ _____ . _____

800 Mbps Monthly Cost \$ _____ . _____

900 Mbps Monthly Cost \$ _____ . _____

1 Gbps Monthly Cost \$ _____ . _____

2 Gbps Monthly Cost \$ _____ . _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM (MANDATORY)

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE:

The following definitions apply:

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

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: **Los Lunas Schools Board of Education:**

**Frank A. Otero, President
Bryan Smith, Vice President
Georgia Otero-Kirkham, Secretary
Sonya C'Moya, Member
Robert Archuletta, Member**

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s)
(Attach extra pages if necessary) _____

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

o **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate").

o **USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").

o **USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor's services and/or products.

o **USF Documentation**

Vendor shall provide to District staff and/or the District's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

o **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number ("FRN")
 - Vendor's signature on invoice attesting to the accuracy and completeness of all charges
 - Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
 - Invoice on Vendor's letterhead or on a Vendor-generated form
 - District's Billed Entity Number
 - District's Federal Communications Commission Registration Number
 - Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

o **USF Discounted Invoicing and Reimbursement Processes**

Vendor shall, at the District's request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or "BEAR" Process].

• **Discounted Invoice Process**

- ✓ Invoicing

Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.

✓ Timely Filing

Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

✓ Invoice Rejection

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

✓ District Approval Vendor shall submit to the District for its review and approval before submitting it to USAC for payment

✓ copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely

filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

- **Delayed USF Funding Commitment** Vendor understands that, due to circumstances beyond the District's control, the District may not receive an e-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

✓ Retroactive Invoicing

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

- **USF Audit and Document Retention Requirement:** Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC

- Invoicing to USAC that is consistent with the contract and the District's 470 and 471
 - Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
 - Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
 - Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
 - Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
 - If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
 - If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
 - Documenting that E-rate funded services were provided within the allowable contract period and program year
 - Charging proper FRN(s)
 - ✓ Ensuring that invoices and USAC forms are submitted to the District in a timely manner
 - ✓ Ensuring that USAC forms are filled out completely, accurately and on time
 - ✓ Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
 - ✓ Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format
- **Contract Term Modification:** The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

**UPON AWARD VENDOR WILL BE REQUIRED TO ENTER INTO THE FOLLOWING
SERVICE CONTRACT**



SERVICE CONTRACT

This agreement made and entered into this _____, 20__, by and between the Board of Education, Los Lunas Schools, hereinafter referred to as “LLS” and _____ hereto referred to as “Contractor”.

IT IS MUTUALLY AGREED UPON BETWEEN THE PARTIES:

1. **Scope of the Work:** The contractor will provide equipment, services and maintenance as described in the Scope of Work in RFP 2017-006-VP for Aggregated Internet Access to all of Los Lunas Schools Campuses, including the District Central Offices, District Service Center, Teacher Resource Center, and other WAN-connected sites.
 - A. Contractor may be requested to advise and assist various departments with process and compliance issues, regulations and standards, review of contracts, and the like. Contractor may be asked to inform LLS of any changes to any Federal or State laws, regulations, or standards that are deemed appropriate for project(s).
2. **Coordination:** The contractor shall work at the direction of Mike Good, Network Operations Coordinator for LLS or his designee(s).
3. **Compensation:**
 - A. LLS shall pay the contractor for services rendered. Compensation will be paid based on the satisfactory completion of the Scope of Work as defined in RFP 2017-006-VP. Contractor shall secure all licenses, permits, fees, etc., as required for the performance of this work.
 - B. No per diem will be paid to contractors for work performed in Los Lunas. Clerical or secretarial help will not be reimbursed.
 - C. LLS shall not reimburse the contractor for any tuition or seminar fees.
 - D. Upon execution of contract, LLS will issue a purchase order which will be in effect for the duration of the contract and will accommodate multiple billings as work is completed. Each pickup, delivery, or service shall be invoiced separately, showing the LLS purchase order, delivery location and full signature with printed name of employee receiving the materials. Initials only are not acceptable and will not be processed for payment. Contractor must satisfy himself that a transaction is within the scope of the contract. LLS is not responsible for unauthorized purchases by individuals who cannot be identified. Credits for unauthorized purchase(s) will be issued to the LLS account. Itemized invoices clearly referencing the purchase order shall be submitted to LLS Accounts Payable Department, P.O. Drawer 1300, Los Lunas, NM 87031.

- E. Payment will be made upon receipt of a detailed invoice which shall include your company name, address, telephone and fax number, invoice number and date, description of and date of service, number of hours worked and hourly rate, subtotal, gross receipts tax and total amount owed. Invoice must have approval of the LLS delegated representative. Invoices may be submitted once per month. Approved invoices will be sent to LLS Accounts Payable department for processing.
- F. Invoices may be submitted once per month. Payment terms are net 30 days.

4. **Taxes:**

- A. LLS possess a Class 9 Nontaxable Transaction Certificate which does not apply to professional services, labor or construction. The bidder will be responsible for payment of all New Mexico Gross Receipts taxes or any other taxes due as a result of any contract with LLS. It is the bidder's responsibility to forward all taxes to the proper revenue office. Proposal shall include applicable state, and local taxes, however taxes will not be considered when evaluating each proposal.
 - B. The contractor shall not be reimbursed by Los Lunas Schools for applicable New Mexico gross receipts taxes, nor interest or penalties assessed on the contractor by any authority. The payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and should be reported under the contractor's federal and state tax identification number(s).
 - C. Contractor and any and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall require all subcontractors to hold Los Lunas Schools harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, social security and worker's compensation.
5. **Term:** This agreement shall occur on July 1, 2017 and terminate on June 30, 2018 unless fees invoiced exceed the limits of the State of NM Procurement Code limitations for Service Agreement contracts. Vendors will not perform work under any contract(s) awarded as a result of RFP 2017-006-VP until notification is made by LLS to the vendors that they may begin services. Installation of services is expected to occur prior to July 1, 2017, although it is also expected that the provided internet access will be available for activation no later than July 1, 2017. Additionally, the district reserves the right to change the contract start date, if needed, in order to allow for early installation.
6. **Extensions:** Execution of this section by both parties will extend this contract one year at a time, upon Board of Education approval, for seven subsequent fiscal years to include 2018-2019 through 2024/25.
7. **Termination:** This agreement may be terminated by either of the parties hereto upon written notice prior to the delivery of services set forth in the scope of work or at least ten (10) days prior to the intended date of termination. By such termination, if applicable, neither party may nullify obligations incurred for satisfactory performance through the date of termination.
8. **Termination for Convenience:** The performance of work under this agreement may be terminated by LLS in whole, or from time to time in part, whenever LLS shall determine

that such termination is in the best interest of LLS. The vendor will be compensated only for services performed before the specified date of termination.

9. **Contract Term Modification:** The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).
10. **Status of Contractors:** The contractor, his agents and employees, are independent contractors performing professional services for LLS and are not employees of the Board of Education, LLS. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the LLS as a result of this agreement.
11. **Assignment:** The contractor shall not assign or transfer any interest in this agreement or assign any claims for money that may become due under this agreement without the prior written consent or approval of LLS.
12. **Subcontracting:** The contractor shall not subcontract, either written or oral, any portion of the services to be performed under this agreement without the prior written approval of LLS. If such occurs, LLS shall be entitled to reimbursement for the time accrued as a result of subcontracting. The contract shall then be terminated immediately upon such violation of the terms and conditions set forth herein.
13. **Records and Audits:** The contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by LLS officials and/or the Board Auditor. LLS shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of LLS to recover excessive or illegal payments.
14. **Appropriations:** This solicitation and resulting contract is wholly contingent on the successful funding of future E-Rate awards from the Universal Services Administration Corporation and at the option of Los Lunas Schools. Vendor shall honor all pricing and contract components regardless of E-Rate funding status. Los Lunas Schools agrees to make clear to successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism. LLS’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
15. **Release:** The contractor, upon final payment of the amount due under this agreement, release LLS, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind LLS to any obligation not assumed herein by LLS unless the contractor has express written authority to do so, and then only within the strict limits of that authority.
16. **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 LLS.

17. **Product of Services – Copyright:** All materials developed or acquired by the contractor under this agreement shall become, to the extent that such materials are not protected by copyright at the time the agreement is executed, the property of LLS and shall be delivered to LLS no later than the termination date of this agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright by or on behalf of the contractor.
18. **Conflict of Interest:** The contractor warrants that he 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.
19. **Indemnification:** The contractor shall hold harmless and indemnify LLS against all civil actions, suits, demands, losses or expenses, including attorney fees, which may be threatened or incurred at any time by reason out of contractor's services provided pursuant to this agreement.
20. **Amendment:** This agreement shall not be altered, changed, or amended except by instrument in writing executed by both parties thereto.
21. **Scope of Agreement:** This agreement incorporates Appendix A Campaign Contribution Disclosure Form, Appendix B Letter of Transmittal and Appendix C Universal Service (E-Rate) Requirements of RFP 2017-006-VP, all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement.
22. **Notice:** 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 illegal bribes, gratuities and kickbacks.
23. **Applicable Law:** The Laws of the State of New Mexico and policies of the Board of Education shall govern this agreement for LLS.
24. **USF Discounted Invoicing and Reimbursement Processes:** Vendor shall, at the Districts request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process]. Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services: Date of invoice
 - Date(s) of service
 - Funding Request Number ("FRN")
 - Vendor's signature on invoice attesting to the accuracy and completeness of all charges
 - Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
 - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
 - Invoice on Vendor's letterhead or on a Vendor-generated form
 - District's Billed Entity Number
 - District's Federal Communications Commission Registration Number

- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

25. **Delayed USF Funding Commitment**

- Vendor understands that, due to circumstances beyond the District’s control, the District may not receive an E-rate funding commitment by the beginning of the E-Rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.
- Retroactive Invoicing: When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

By signing this agreement, the contractor certifies that the records of the New Mexico Taxation and Revenue Department reflect that the contractor has a valid Federal Tax Identification Number or Social Security Number and is registered with the Taxation and Revenue Department to pay the New Mexico Gross Receipts Tax levied on the amounts payable under this agreement. Furthermore, all terms and conditions spelled out in the original Request for Proposal RFP No. 2017-006-VP, dated January 17, 2017 are hereby incorporated as a part of this contract. No prior agreement or understanding, verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in the agreement.

WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

By: _____
Vendor Date

By: _____
Los Lunas Schools Date