

## **REQUEST FOR PROPOSALS**

### **LOS LUNAS SCHOOLS 2020 E-RATE NETWORK ELECTRONICS**

RFP NO. 2020-003-MR

Issued December 22, 2019

**PROCUREMENT ON BEHALF OF: Los Lunas School District**

**CONTACT PERSON: Michelle Romero, CPO**

**Telephone: 505-866-8246 Fax: 505-866-8262**

**E-Mail: maromero@llschools.net**

**DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:**

**DATE: January 22, 2020 TIME: 2:00 PM Local Time**

**DELIVER TO:**

**Los Lunas Schools**

**Attn: Michelle Romero**

**119 Luna Avenue, Los Lunas, NM 87031 (Physical Address-Hand Delivered or UPS & FedEx)**

**P.O. Drawer 1300, Los Lunas, NM 87031 (If mailed by USPS)**

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.

The RFP is posted to the District's vendor registry website at:

**[http://www.llschools.net/district/departments/purchasing\\_warehouse/purchasing\\_services\\_rfp\\_s\\_i\\_t\\_b\\_s\\_and\\_contracts](http://www.llschools.net/district/departments/purchasing_warehouse/purchasing_services_rfp_s_i_t_b_s_and_contracts) click on the red button labeled "Bid Opportunities"**

**Commodity Code Number(s): 20464, 20564, 20620, 20623, 20664**

# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Los Lunas Schools (hereafter referred to as the District) is seeking proposals from Offerors to establish a contract to provide brand name or equivalent compatible network electronics for various school sites throughout the District. Terms will be dictated by E-Rate funding cycles stating allowable contract dates and contract termination dates. This contract must cover E-Rate eligible items. Offerors must acknowledge that proposed items are E-Rate eligible.

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

## B. SUMMARY SCOPE OF WORK

The selected Offeror will provide to the Agency network electronics that is brand name or equivalent and compatible with the existing network equipment currently established in the Los Lunas Schools network.

## C. SCOPE OF PROCUREMENT

This Request For Proposals (RFP) competitive solicitation shall result in a single source award to one Contractor.

The Agency shall procure E-Rate eligible network electronics, brand name or equivalent that is guaranteed to be compatible with the existing Cisco brand equipment currently established in the LLS network. This solicitation is for equipment only, installation shall not be included. Extended warranties such as "Smartnet" or others shall not be included with the equipment.

## D. PROJECT MANAGEMENT

Any questions concerning the RFP or the scope of work must be submitted to the Director of Purchasing listed below.

Michelle Romero, Director of Purchasing  
P.O. Box 1300  
Los Lunas, NM 87031  
(505) 866-8246 Phone  
(505) 866-8262 Fax  
E-Mail: [maromero@llschools.net](mailto:maromero@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 the same as listed above.

## E. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

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

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

**"Contractor"** means successful Offeror awarded the contract.

**"Department"** as used throughout this document shall mean the department of Technology.

**Desirable"** The terms "may," "can," "should," "preferably," or "prefers," identify a desirable or discretionary item or factor (as opposed to "mandatory").

**“Determination”** means the written documentation of a decision of the Selection Committee or procurement manager, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**"District"** as used throughout this document shall mean Los Lunas Schools (LLS).

**“Entity”** means the District for the purposes of Section 13-1-120(B) (6), NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

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

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

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

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

**“Owner”** is Los Lunas Schools (LLS).

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

**"Procurement Manager"** means the person or designee authorized by the Technology Department to manage or administer the procurement.

**“Procuring Agency”** is Los Lunas Schools (LLS).

**“Proposal”** is the Offerors response to this RFP.

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

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

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

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

**"Selection Committee"** means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.

**"User"** means the school district staff occupying the facility or facilities, for which a project is being designed.

**"User Contact"** is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the Conditions Governing the Procurement.

### A. SEQUENCE OF EVENTS

The procurement manager will make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	District	December 22, 2019
2.	Deadline to Submit Questions	Potential Offerors	January 8, 2020
3.	Response to Written Questions/RFP Amendments	District	January 10, 2020
4.	<b>DEADLINE TO SUBMIT PROPOSAL</b>	<b>OFFERORS</b>	<b>January 22, 2020 2:00PM Local Time</b>
5.	Product Demonstrations (May be requested)	Offerors	TBD
6.	Proposal Evaluation	Selection Committee	January 22-24, 2020
7.	Selection of Finalists	Selection Committee	January 24, 2020
8.	Best and Final Offers from Finalists	Offerors	January 24, 2020
9.	Oral Presentations <b>(If Held)</b>	Offerors	January 29, 2020
10.	Contract Award Approval	LLS Board of Education	February 25, 2020
11.	Protest Deadline	Offerors	March 11, 2020

## B. EXPLANATION OF EVENTS

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

1. **Issue RFP:** This RFP is issued by the District in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. RFPs will be posted on December 22, 2019 on the District's website: [www.llschools.net/district/departments/purchasing\\_warehouse/purchasing\\_services\)r\\_f\\_ps\\_and\\_contracts](http://www.llschools.net/district/departments/purchasing_warehouse/purchasing_services)r_f_ps_and_contracts), click on the red button labeled "Bid Opportunities"

2. **Pre-proposal Conference:** None.

3. **Deadline to Submit Questions:** Potential Offerors may submit written questions as to the intent or clarity of this RFP until close of business of the date indicated on the Sequence of Events. All written questions must be addressed to the Procurement Manager. Potential Offerors are encouraged to submit written questions. The identity of the organization submitting the questions(s) will not be revealed.

4. **Response to Written Questions/RFP Amendments:** Written responses to written questions and any RFP amendments will be distributed on the date indicated on the Sequence of Events. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

5. **Submission of Proposal:** ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN 2:00 PM MOUNTAIN TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline **WILL NOT** be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the following address:

Michelle Romero, Director of Purchasing  
Los Lunas Schools 2019 E-Rate Electronic Equipment Upgrade  
**RFP # 2020-003-MR**  
119 Luna Avenue (if hand delivered or shipped UPS/FED-EX)  
P.O. Box 1300 (if mailed USPS)  
Los Lunas, NM 87031

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "E-RATE LOS LUNAS SCHOOLS 2019 E-RATE ELECTRONIC EQUIPMENT UPGRADE; RFP#2020-003-MR".

Proposals submitted by electronic means or facsimile will not be accepted.

District staff will time-stamp proposals at the district offices receptionist desk. A public log will be kept of the names and submittal times of all Offerors who submitted proposals. Proposals will be reviewed, for completeness and compliance with requirements, by the Selection Committee, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that determination. Pursuant to NMSA 1978 §13-1-116, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

**OUR OFFICES AND RECEIVING WAREHOUSE ARE CLOSED FROM DECEMBER 22, 2019 THROUGH JANUARY 05, 2020. PLEASE DO NOT ATTEMPT TO SEND YOUR PROPOSALS VIA UPS, USPS OR FEDEX DURING THIS TIME.**

6. **Product Demonstration (if requested):** Offerors who submit responsive or potentially responsive proposals may be requested to present a product demonstration to the Selection Committee. Product demonstrations (if requested) will be held in the Los Lunas Schools Board Room, 119 Luna Avenue, Los Lunas, New Mexico.

7. **Proposal Evaluation:** The evaluation of proposals will be performed by a Selection Committee appointed by District's management. The evaluation process will take place from the date indicated on the Sequence of Events. During this time, the procurement manager may, at his/her option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions (which includes e-mails, telephone calls, letters, etc.) **SHALL NOT** be initiated by the offerors. The responsible offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors on Page 15, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. It is the general practice of the Selection Committee to hold interviews with the highest-ranked proposals. The Selection Committee may award the selection based on the results of the finalist. If fewer than three proposals are received the Selection Committee may recommend an award or direct that the RFP be reissued.

8. **Selection of Finalists:** The Selection Committee will select and the procurement manager will notify the finalist on the date indicated on the Sequence of Events. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentation will be determined at this time.

9. **Best and Final Offers from Finalists:** Finalist may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date specified in the Finalist Notification Letter. Best and final offers may also be clarified and amended at finalist's oral presentation.

10. **Oral Presentation:** Finalist may be required to present their proposals and respond to Selection Committee questions tentatively scheduled based on the date indicated on the Sequence of Events. The District reserves the right to extend the time at its sole discretion. All oral presentations will be held in Los Lunas, New Mexico. Finalist will be limited to duration of presentation of not more than one (1) hour.

11. **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.

12. **Issue Notice of Award, Prepare Contract:** Upon the successful completion of contract negotiations and Board of Education approval, the Procurement Manager shall issue the Notice of Award and prepare the Contract.

13. **Notice of Award:** The district will notify finalists in writing of the final award(s). At this time all proposals that were submitted are open for public inspection for a period of 30 days after the award.

14. **Protest Deadline:** Any protest by an offeror must be timely and in conformance with § 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of 4:30 PM 15 calendar days after the contract

award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protest must be delivered to the Los Lunas Schools Chief Procurement Officer:

**Michelle A. Romero, CPO**  
**Los Lunas Schools Director of Purchasing**  
**119 Luna Avenue**  
**PO Box 1300**  
**Los Lunas, NM 87031**

### **C. GENERAL REQUIREMENTS**

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed. This procurement will be conducted in accordance with NM State Purchasing Division Procurement Code Regulations 1.4.1 NMAC.

1. **Acceptance of Conditions Governing the Procurement:** Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the evaluation factors contained in Section V of this RFP.
2. **Incurring Cost:** Any cost incurred by the Offeror in preparation, transmittal and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. **Contractor Responsibility:** Any Contract that may result from the RFP shall specify that the Contractor is solely responsible for the entire performance of Contract with Agency. The Agency will make Contract payments to only the Prime Contractor.
4. **Subcontractors:** Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The Prime Contractor shall be wholly responsible for the performance of a subcontractor. Subcontractors will not receive Contract payments from the Agency.
5. **Amended Proposals:** An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.
6. **Offeror's Rights to Withdraw Proposal:** Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Co-Manager.

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

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



8. **Disclosure of Proposal Contents:** The proposals will be kept confidential until the Contract Award Notification is issued. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Co-Managers will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

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

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

9. **No Obligation:** This procurement in no manner obligates the State of New Mexico or any of its agencies to the purchase of any equipment or services offered until a valid written Contract is awarded by the State Purchasing Agent and the Agency issues a written Purchase Order.
10. **Termination:** This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.
11. **Sufficient Appropriation:** Any Contract awarded as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The Agency’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.
12. **Legal Review:** The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Co-Manager(s).
13. **Governing Law:** This procurement and any agreement with an Offeror that may result shall be governed by the laws of the State of New Mexico.
14. **Basis for Proposal:** Only information supplied by the Agency in writing through the Procurement Co-Manager(s) or in this RFP should be used as the basis for the preparation of Offeror proposals.
15. **Contract Terms and Conditions:** The Contract between the Agency and a selected Offeror will follow the format of the Contract template and contain the terms and conditions set forth in Appendix C and H, “Contract Terms and Conditions.” The Agency reserves the right to negotiate with a successful Offeror Contract provisions in addition to those contained in the template. The contents of this RFP, as revised and/or supplemented, and the selected Offeror’s proposal will be incorporated into and become part of the Contract.

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix C and H, the Offeror shall propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

For any proposed alternative language, Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change.

16. **Offeror's Terms and Conditions:** Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a Contract negotiated with the Agency.
17. **Contract Deviations:** Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.
18. **Offeror Qualifications:** The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in Section 13-1-83 and Section 13-1-85 NMSA 1978.
19. **Right To Waive Minor Irregularities:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive Mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same Mandatory requirement(s) and/or doing so does not otherwise materially affect the procurement. The exercise of this right is at the sole discretion of the Evaluation Committee.
20. **Change in Contractor Representatives:** The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.
21. **Notice:** The Procurement Code, NMSA 1978 §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
22. **Agency Rights:** The Agency reserves the right to accept all or a portion of an Offeror's proposal. The Agency reserves the right to purchase Voting Systems, Ancillary Equipment and professional services from authorized contracts or in accordance with applicable provisions of the Procurement Code.
23. **Right To Publish:** Throughout the duration of this procurement process and Contract term, potential Offerors, Offerors, and the Contractor must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the Contract.

24. **Ownership of Proposals:** All documents submitted in response to the RFP shall become the property of the Agency and the State of New Mexico with the following exception. Offerors will be provided an opportunity to retrieve any proprietary technical manuals or example work products included in their proposals.
25. **Electronic Mail Address:** Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Offerors and Offerors shall provide the Procurement Co-Managers with a valid e-mail address on the Letter of Transmittal Form, Appendix F, to receive this correspondence.
26. **Use of Electronic Versions of the RFP:** This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Agency, the version maintained by the Agency shall govern.
27. **Campaign Contribution Disclosure Form:** Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Appendix G) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not for the positions of Governor and Lieutenant Governor. Failure to complete and return the form will result in disqualification.
28. **Letter of Transmittal:** Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix F). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter of Transmittal such as "subject to successful negotiation" or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one (1) response to this RFP.

#### B. NUMBER OF COPIES

Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals:

Offerors shall deliver:

**Technical Proposals** – One (1) ORIGINAL HARD COPY and one (1) Electronic Copy (USB Jump Drive) of the proposal containing **ONLY** the Technical Proposal. **The electronic version/copy can NOT be emailed. Hard Copy Responses:** Offeror’s proposal must be clearly labeled, numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

**Michelle Romero, Director of Purchasing**  
**119 Luna Avenue (if hand delivered or UPS/FED EX delivery)**  
**PO Box 1300 (if mailed by USPS)**  
**Los Lunas, NM 87031**  
**RFP # 2020-003-MR “LOS LUNAS 2019 E-RATE NETWORK ELECTRONICS”**

1. **Cost Proposals** – One (1) ORIGINAL HARD COPY and one (1) Electronic Copy (USB Jump Drive) of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders and sealed envelopes from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposals **must** mirror the physical binders submitted. **The electronic version can NOT be emailed.**

2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this RFP may be deemed non-responsive and rejected on that basis.

#### C. PROPOSAL FORMAT

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

##### 1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence shown unless otherwise indicated. **Only the “Original” binder shall contain Appendix E- Cost Proposal and Appendix G- Campaign Contribution Form, which must be in individually sealed envelopes and labeled as such.** Failure to comply with these instructions may result in proposal disqualification.

Table of Contents

TAB 1: Contracts

- a. Contract Offer page (See Appendix B)\*
- b. Letter of Transmittal Form (See Appendix F)\*
- c. Campaign Contribution Disclosure Form (See Appendix G)\*
- d. Certificate of Liability Insurance \*
- e. Capability and Agreement to Perform \*
- f. RFP Affidavit Signature page (See Appendix C) with all sections completed, notarized with all signatures in blue ink, bid exceptions, and additional Offerors contracts. Additional vendor contracts should be included in this section.
- g. Affidavits (See Appendix C)
- h. Cost Proposal Form (See Appendix E)\* must be in a sealed and labeled envelope\*

TAB 2: PRICING\*

Pricing sheets for all requested services and equipment, including total price. Attach any additional alternate suggestions as vendor quotes to the back of the included pricing sheets. Clearly mark additional alternates as such. (See Appendix E)

TAB 3: OVERALL BENEFIT TO THE DISTRICT

Vendor narrative as outlined in the explanation of evaluation factors.

TAB 4: E-RATE CLAUSES

Vendor statement as outlined in the explanation of evaluation factors.

TAB 5: ANY ADDITIONAL REQUIRED DOCUMENTATION

Proposal Summary (Optional)

Other Supporting Material (Optional. See Section III.C.3., below)

\*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Proposal Form, Appendix E.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

**2. Letter of Transmittal Form:** The Letter of Transmittal Form at Appendix F **must** be completed, signed and included with the Offeror's proposal.

**3. Other Supporting Materials:** Offerors may separately provide other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

### **END SECTION III-RESPONSE FORMAT AND ORGANIZATION**

## IV. SPECIFICATIONS

### A. INFORMATION

**Response to Requirements:** Each mandatory requirement in sections IV.B.1 through IV.B.7, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal.

### B. MANDATORY REQUIREMENTS

- 1. Letter of Transmittal Form (0 Points -Pass/Fail):** Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix F, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.
- 2. Campaign Contribution Disclosure Form (0 Points-Pass/Fail):** Offeror must complete and sign the Appendix G, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials for Los Lunas School District are: Bryan Smith-Board President, Sonya C'Moya, Brandon Campanella, Frank Otero and Milo Moody and 2020 incoming Board members: P. David Vickers, Eloy G. Jiron & Steven R. Otero.
- 3. Insurance (0 Points-Pass/Fail) :** Offeror must provide proof of liability insurance.
- 4. Capability and Agreement to Perform (0 Points-Pass/Fail):** Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.
- 5. Total Cost For E-Rate Eligible Equipment (500 Points Possible):** Offeror must submit a price for equipment upgrades only. No installation cost shall be included. All accessories and related components required to install switches should be included. Equipment upgrades should not include any installation costs.
- 6. Overall Benefit To The District (400 Points Possible):** The Offeror must demonstrate in narrative the ability to deliver equipment that integrates well into the existing district network environment; This category addresses the tangible and intangible benefits accruing to the district from the proposed solution.
- 7. E-RATE Clauses (100 Points Possible):** 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 equipment delivery.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

<b>REF.</b>	<b>REQUIREMENT</b>	<b>POINTS AVAILABLE</b>
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Campaign Contribution Disclosure Form	0*
IV.B.3	Insurance	0*
IV.B.4	Capability and Agreement to Perform	0*
IV.B.5	Cost of E-Rate Eligibility Equipment	500
IV.B.6	Overall Benefit to the District	400
IV.B.7	E-Rate Clauses	100
<b>TOTAL:</b>		1000

\*Pass/Fail Only

Points will be awarded based on the evaluation factors found in IV.B.1 through IV.B.7, above, as indicated.



**B. EVALUATION FACTORS:**

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

3. Insurance (0 Points)

Pass/Fail only.

4. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

5. Cost of E-Rate Eligible Equipment (500 Points)

Points will be awarded based on the total cost proposed on the Cost Proposal Form (Appendix E) and calculated using the following formula:

$$\frac{\text{Lowest Offeror's Total Cost}}{\text{This Offeror's Total Proposed Cost}} \times 500$$

Offeror's Points = ----- X 500

Submit a price for equipment upgrades only. No installation cost shall be included. Quantities are estimated. All accessories and related components required to install switches should be included. Equipment upgrades should not include any installation costs.

6. Overall Benefit to the District- Narrative (400 Total Points Possible)

This category addresses the tangible and intangible benefits accruing to the district from the proposed solution. The provider's ability to deliver equipment that integrates well into the existing district network environment will be scored within these criteria.

7. E-Rate Clauses (100 Total Points)

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 equipment delivery.

## **C. EVALUATION PROCESS**

### **1. Initial Review**

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

### **2. Clarifications**

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

### **3. Other Information Sources**

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### **4. Resident Business/Contractor Preference**

Not Applicable.

### **5. Scoring and Contract Award Recommendation**

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**END SECTION V-EVALUATION**

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

LOS LUNAS SCHOOLS 2020 E-RATE NETWORK ELECTRONICS

RFP #2020-003-MR

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Attachment 1.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than January 8, 2020.

This form is non-mandatory although your response will assist the procurement manager to track the interest in this RFP. The Firm's contact will be added to an email list and receive updates pertaining to this RFP.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Please return to:

Michelle Romero
Los Lunas Schools Purchasing
119 Luna Avenue
Los Lunas, NM 87031
Phone: (505) 866-8246
Fax: (505) 866-8262
E-mail: maromero@llschools.net

## APPENDIX B

### Contract Offer

TO: Los Lunas Schools:

The undersigned hereby proposes and agrees to furnish network electronics 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 TBD and remain valid until June 30, 2021, 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.

# APPENDIX C

## RFP #2020-003-MR -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, *(Print Name of Signer)* \_\_\_\_\_ the undersigned *(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)*

# 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 funding year 2020 through 2021.

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 E-Rate eligible network electronics to the district for various school sites. Prospective vendors will supply a sufficiently detailed list of equipment with make and model numbers in their proposal to allow the District to make a reasoned selection among competing proposals. Once all E-Rate applications are filed, an FCDL is issued to Los Lunas Schools and Los Lunas Schools issues the vendor an official Notice of Award and Purchase Order the Vendor may order the equipment and schedule shipping.

### **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**

If applicable, 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 single contract for the specified network equipment. The contract term will be for Funding Year 2020/21. The original contract date is TBD through June 30, 2021, 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.

## **CONTRACT TERM MODIFICATION**

The District reserves the right to extend or abbreviate the term of the contract for as long or short a period of time as it deems necessary, if the receipt of E-rate funding for the products and/or services the contract covers depends on it. For example: (1) a contract term modification might be necessary to make the Contract term coincide with an E-rate "program year;" or (2) a contract extension might be necessary if the District receives a "service delivery deadline extension."

## **CONTRACT TERMS AND CONDITIONS**

The contract between the LLS District the contractor will follow the format specified by the LLS District and contain the terms and conditions set forth in the Services Contract provided. However, the District reserves the right to negotiate with a successful Offeror's provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

The District may consider and negotiate Offeror's agreement in addition to the LLS Districts Service Contract; however, such agreement must reference the RFP and shall not be offered as a complete replacement of the Districts service agreement, it must be included within the vendor's RFP response. Should a conflict arise between the vendor service agreement and the District RFP Service Contract, the terms of the RFP Service Contract will take precedence.

## **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 and refer to the terms and conditions of this RFP.

#### **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 (Appendix G), 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.

## APPENDIX D

### UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposals, vendors must agree to participate in the Universal Service Support Mechanism for Schools and Libraries (commonly known as the “E-rate” program) as provided for and authorized under the federal Telecommunications Act of 1996 (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 (“E-rate”) subsidies. To ensure compliance with all applicable E-rate regulations, program mandates and auditing requirements, vendors must comply with the following:

- **E-rate Knowledge**  
Vendor shall have, at a minimum, a working knowledge of how the E-rate Program works and what it requires the Vendor to do.
- **E-rate Registration**  
Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).
- **E-rate Participation** Vendor agrees to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), the Federal Communications Commission, and any other agency or organization with a role, now or in the future, in administering the E-rate Program. Vendor’s cooperation is necessary 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.
- Recourse Against Vendor for Failure to Cooperate  
Vendor agrees that if the District is unable to receive funding for which it applied or is otherwise entitled to receive due to the Vendor not cooperating and/or providing requested documentation, Vendor will be liable to the District for the amount that the District was unable to collect from USAC due to Vendor’s failure to cooperate and/or provide requested documentation.
- **Lowest Corresponding Price**  
The Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”
  - The District is not obligated to ask for the LCP; it must receive it.
  - Upon request, Vendor agrees to provide to the District, in electronic form, all of the information necessary to determine what the LCP is or, at a particular time, was.
  - If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP. If it is determined that the Vendor did not charge the LCP, Vendor agrees to correct the billing and return any monies to the District that were paid due to the Vendor’s violation of the LCP Rule.
  - Promotional rates that Vendor offers for a period of more than 90 days must be included among the

comparable rates upon which the LCP is determined.

- There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
- Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
- The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.

- **E-rate Documentation**

Vendor shall provide to District staff and/or the District’s E-rate consultant, as directed and 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.

- **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”)

- **E-rate 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 USAC for the balance [Discounted Invoice Process] or (b) invoice the District in full for eligible products and services [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 the District has exhausted its administrative remedies.

- **District Approval**

Before Vendor may submit an invoice to USAC for a service it provided or, in appropriate circumstances, will be providing to the District, Vendor must first submit a copy of that invoice to the District for its review and approval. 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.

- **Reimbursement Process**

- **Service Provider Annual Certification Form Requirement**

Vendor will, In accordance with E-rate Program rules, file a FCC Form 473 annually with USAC. Vendor understands that unless and until it files this form for a particular funding year, USAC will not process any FCC Form 472 ("BEAR") request from the District to reimburse it for the payments it has made already to Vendor for the non-discounted portions of its invoices for that year.

- **Recourse Against Vendor for Failure to File its Annual Certification Form**

Vendor agrees that if the District cannot collect a reimbursement payment from USAC because of Vendor's failure to file a Form 473, Vendor will be liable to the District for the amount that the District was unable to collect from USAC due to Vendor's failure to file that form.

- **Delayed E-rate 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.

- **E-rate Audit and Document Retention Requirement**

Vendor shall retain secure, easily retrievable electronic copies of 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. In all subcontractor agreements for services, Vendor shall include a provision requiring the subcontractor to retain the same electronic records and allowing the District the same right to inspect and audit them 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 applicable Forms 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
  - Ensuring, where applicable, that non-recurring services are provided prior to September 30<sup>th</sup> and recurring services provided prior to June 30<sup>th</sup> of the relevant E-rate funding year
  - Creating and retaining 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
  - Maintaining a 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 reserves the right to extend or abbreviate the term of the contract for as long or short a period of time as it deems necessary, if the receipt of E-rate funding for the products and/or services the contract covers depends on it. For example: (1) a contract term modification might be necessary to make the Contract term coincide with an E-rate “program year;” or (2) a contract extension might be necessary if the District receives a “service delivery deadline extension.”

End UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

## APPENDIX E

### COST PROPOSAL

**Total E-Rate Eligible Cost/Pricing Sheet for Los Lunas Schools Network Electronics RFP #2020-003-MR**

**WIRELESS ACCESS POINTS**

Product Description (Cisco Brand and model no. seen below.) (Offeror may propose Cisco Brand or equivalent)	Brand Name of Product & Model # Offered (FILL IN)	E-RATE Eligible  YES/NO	Unit Cost	Combined Estimated Quantity	A. Extended Cost
Cisco Model #1852			\$	325	\$

**NETWORK SWITCHES**

Product Description (Cisco Brand and model no. seen below.) (Offeror may propose Cisco Brand or equivalent)	Brand Name of Product & Model # Offered (FILL IN)	E-RATE Eligible  YES/NO	Unit Cost	Combined Estimated Quantity	B. Extended Cost
Cisco #WS-C3850-48U			\$	4	\$
Cisco#WS-C3850-12XS-S			\$	1	\$
Cisco#WS-C2960X-48LPS-L			\$	9	\$
Cisco#WS-2960X-24LPS-L			\$	10	\$
Cisco#WS-C2960X-48FPD-L			\$	20	\$

**STACKING MODULES**

Product Description (Cisco Brand and model no. seen below.) (Offeror may propose Cisco Brand or equivalent)	Brand Name of Product & Model # Offered (FILL IN)	E-RATE Eligible  YES/NO	Unit Cost	Combined Estimated Quantity	C. Extended Cost
CiscoWS-C2960X-STACK Module			\$	5	\$

**FIBER MODULE**

Product Description (Cisco Brand and model no. seen below.) (Offeror may propose Cisco Brand or equivalent)	Brand Name of Product & Model # Offered (FILL IN)	E-RATE Eligible  YES/NO	Unit Cost	Combined Estimated Quantity	D. Extended Cost
Cisco#SFP-10G-LR			\$	34	\$

**Total Eligible Project Cost** – (Add extended cost of each item in columns A, B, C & D):

\$ \_\_\_\_\_.



**Cost Proposal Page 2**

**PRICING SHEET PER SCHOOL SITE:**

**Please complete calculate the cost of each school site listed below based on the itemized cost per item; refer to Attachment 1 for each site’s equipment needs. The Cost Proposal above depicts the combined quantities of all school sites equipment needs. Pricing shall be evaluated on the Total Eligible Project Cost.**

**Ann Parish Elementary Cost**      \$ \_\_\_\_\_.

**Bosque Farms Elementary Cost**      \$ \_\_\_\_\_.

**Desert View Elementary Cost**      \$ \_\_\_\_\_.

**Katherine Gallegos Elementary Cost** \$ \_\_\_\_\_.

**Los Lunas Elementary Cost**      \$ \_\_\_\_\_.

**Los Lunas High School Cost**      \$ \_\_\_\_\_,

**Los Lunas Middle School Cost**      \$ \_\_\_\_\_,

**Peralta Elementary Cost**      \$ \_\_\_\_\_.

**Raymond Gabaldon Elementary Cost**      \$ \_\_\_\_\_.

**Sundance Elementary Cost** \$ \_\_\_\_\_.

**Tome Elementary Cost**      \$ \_\_\_\_\_.

Valencia Elementary Cost \$ \_\_\_\_\_.

Valencia High School Cost \$ \_\_\_\_\_,

Valencia Middle School Cost \$ \_\_\_\_\_.

**TOTAL ELIGIBLE PROJECT COST** \$ \_\_\_\_\_ (must match total from first page of cost proposal).

**Total eligible Project Cost in writing (script):**  
\$ \_\_\_\_\_ Dollars

-and \_\_\_\_\_ cents.

**If there is a discrepancy between the total price shown in figures versus the total cost in script, the cost in script shall prevail.**

**(Note: The Total Eligible Project Cost on this sheet must match the Total Eligible Project Cost on the previous page of the Cost Proposal.)**

I/We certify that our proposal addresses all criteria required in the Request for Proposals and that I/We have read and understand the Scope of Work as presented in the Request for Proposal Attachment 1 and Section IV.

SIGNATURE AND TITLE OF OWNER OR AUTHORIZED AGENT:

\_\_\_\_\_  
\_\_\_\_\_

(Print Name and Title): \_\_\_\_\_ (Date): \_\_\_\_\_

## APPENDIX F

### LETTER OF TRANSMITTAL FORM (MANDATORY)

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

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2: For the person authorized by the organization to contractually obligate the organization:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

3. For the person authorized to negotiate the contract on behalf of the organization:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

4. For the person to be contacted for clarifications:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

5. Declarations:

- I certify that I am authorized to contractually bind my company.

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in this RFP.
  
- I concur that submission of our proposal constitutes acceptance of the scoring matrix contained within this RFP.
  
- I acknowledge receipt of any and all amendments to this RFP.
  
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_, 2020

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

## **APPENDIX G**

### **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:**

**Bryan Smith, President**

**Sonya C’Moya, Member**

**Frank A. Otero, Member**

**Brandon Campanella, Member**

**Milo Moody, Member**

and incoming 2020 Board Members:

**Eloy G. Giron, Member**

**P. David Vickers, Member**

**Steven R. Otero, 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--

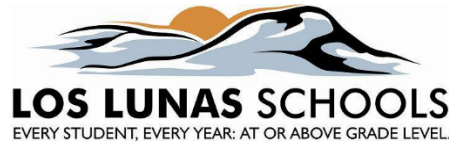
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## APPENDIX H

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



### CONTRACT

This agreement made and entered into this \_\_\_\_\_, 2020, 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 2020-003-MR.
  - 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 2020-003-MR. 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 begin on TBD and terminate on June 30, 2021 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 2020-003-MR until notification is made by LLS to the vendors that they may begin services.

6. **Extensions:** The District reserves the right to extend or abbreviate the term of the contract for as long or short a period of time as it deems necessary, if the receipt of E-rate funding for the products and/or services the contract covers depends on it. For example: (1) a contract term modification might be necessary to make the Contract term coincide with an E-rate "program year;" or (2) a contract extension might be necessary if the District receives a "service delivery deadline extension."

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 Board of Education, 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 G Campaign Contribution Disclosure Form, Appendix F Letter of Transmittal and Appendix D Universal Service (E-Rate) Requirements of RFP 2020-003-MR, 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 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].

- 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, 2020 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. 2020-003-MR, dated December 22, 2019 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: \_\_\_\_\_

# ATTACHMENT 1

## SCOPE OF WORK

### Los Lunas Schools 2020 Network Electronics

#### E-RATE 2020 PROJECT OVERVIEW

##### Brand Name or equivalent

RFP # 2020-003-MR

#### Ann Parish Elementary

- 53 Cisco 1852 Access Points or Equivalent
- 1 Cisco WS-C3850-48U Switch or Equivalent
- 2 Cisco WS-C2960X-48LPS-L or Equivalent
- 1 Cisco WS-C2960X-48FPD-L or Equivalent
- 2 Cisco WS-C2960X-STACK Module or Equivalent

#### Bosque Farms Elementary

- 16 Cisco 1852 Access Points or Equivalent

#### Desert View Elementary

- 21 Cisco 1852 Access Points or Equivalent

#### Katherine Gallegos Elementary

- 23 Cisco 1852 Access Points or Equivalent

#### Los Lunas Elementary

- 54 Cisco 1852 Access Points or Equivalent
- 1 Cisco WS-C3850-48U Switch or Equivalent
- 2 Cisco WS-C2960X-48LPS-L or Equivalent
- 2 Cisco WS-C2960X-48FPD-L or Equivalent
- 2 Cisco WS-C2960X-STACK Module or Equivalent

#### Los Lunas High School

- 20 Cisco 1852 Access Points or Equivalent
- 4 Cisco WS-C2960X-48FPD-L or Equivalent
- 4 Cisco WS-C2960X-48LPS-L or Equivalent
- 1 Cisco WS-C3850-12XS-S or Equivalent
- 8 Cisco SFP-10G-LR or Equivalent

### **Los Lunas Middle School**

- 7 Cisco 1852 Access Points or Equivalent

### **Peralta Elementary**

- 15 Cisco 1852 Access Points or Equivalent

### **Raymond Gabaldon Elementary**

- 30 Cisco 1852 Access Points or Equivalent

### **Sundance Elementary**

- 16 Cisco 1852 Access Points or Equivalent

### **Tome Elementary**

- 52 Cisco 1852 Access Points or Equivalent
- 2 Cisco WS-C3850-48U Switch or Equivalent
- 1 Cisco WS-C2960X-48LPS-L or Equivalent
- 1 Cisco WS-C2960X-48FPD-L or Equivalent
- 10 Cisco WS-2960X-24LPS-L or Equivalent
- 1 Cisco WS-C2960X-STACK Module or Equivalent
- 2 Cisco SFP-10G-LR or Equivalent

### **Valencia Elementary**

- 10 Cisco 1852 Access Points or Equivalent
- 1 Cisco WS-C2960X-48FPD-L or Equivalent
- 2 Cisco SFP-10G-LR or Equivalent

### **Valencia High School**

- 7 Cisco 1852 Access Points or Equivalent
- 10 Cisco WS-C2960X-48FPD-L or Equivalent
- 20 Cisco SFP-10G-LR or Equivalent

### **Valencia Middle School**

- 1 Cisco 1852 Access Point or Equivalent
- 1 Cisco WS-C2960X-48FPD-L or Equivalent
- 1 Cisco WS-C2960X-48LPS-L or Equivalent
- 2 Cisco SFP-10G-LR or Equivalent

**All accessories and related components required to install switches should be included. Equipment proposals should not include an installation or extended warranty costs.**