

REQUEST FOR PROPOSALS

RFP NO: 2027-003-HR

FOR 2027 E-RATE CATEGORY 2 AND SECURITY CABLING INFRASTRUCTURE SERVICES

ISSUE DATE: October 22, 2026

DEADLINE TO SUBMIT QUESTIONS: November 6, 2026 **TIME:** 4:30 PM MST

PROPOSAL DUE DATE: December 3, 2026 **TIME:** 2:00 PM MST

PROCUREMENT MANAGER: Heather Rindels 505-866-8259 Hrindels@llschools.net

ADDRESS: Los Lunas Schools PO Drawer 1300, Los Lunas, NM 87031

TELEPHONE: 505-866-8259 **E-MAIL:** hrindels@llschools.net

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

PROPOSALS WILL BE SUBMITTED THROUGH THE LOS LUNAS SCHOOLS WEBSITE VIA BEACON BID

Website Address: <https://www.llschools.net/departments/purchasing/purchasing-services-rfps-itbs-and-contracts>

The date and time received will be digitally recorded via Beacon Bid. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are submitted on time.

A MANDATORY PRE-PROPOSAL IN-PERSON CONFERENCE WILL BE HELD

DATE: Monday, November 2, 2026 **TIME:** 9:00 AM MST

LOCATION: Los Lunas Schools Administration Building Conference Room
119 Luna Avenue, Los Lunas, NM 87031

***Site visit will follow-Vendors MUST attend in order to submit a proposal**

Commodity Codes: 83833

Table of Contents

I. INTRODUCTION	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	1
B. SUMMARY SCOPE OF WORK (SEE ATTACHMENT I)	1
C. SCOPE OF PROCUREMENT	1
D. RESIDENT/VETERAN BUSINESS PREFERENCE	2
II. CONDITIONS GOVERNING THE PROCUREMENT	3
A. SEQUENCE OF EVENTS	3
B. EXPLANATION OF EVENTS	3
1. Issue RFP	3
2. Return of “Acknowledgment of Receipt” Form for Distribution List	3
3. Pre-Proposal Conference	4
4. Deadline to submit additional written questions	4
5. Response to written questions/RFP Amendments	4
6. Submission of Proposal	4
7. Proposal Evaluation	4
8. Notification of Finalists	5
9. Best and Final Offers	5
10. Oral Presentations	5
11. Contract Negotiations	5
12. Contract Award	5
13. Protest Deadline	6
C. GENERAL REQUIREMENTS	6
1. Acceptance of Conditions Governing the Procurement	6
2. Incurring Cost	6
3. Prime Contractor Responsibility	6
4. Subcontractors	7
5. Amended Proposals	7
6. Offeror’s Rights to Withdraw Proposal	7
7. Proposal Offer Firm	7
8. Disclosure of Proposal Contents	7
9. No Obligation	8
10. Termination	8
11. Sufficient Appropriation	8
12. Legal Review	8
13. Governing Law	8
14. Basis for Proposal	8
15. Contract Terms and Conditions	8
16. Offeror’s Terms and Conditions	9
17. Contract Deviations	9
18. Offeror Qualifications	9
19. Right to Waive Minor Irregularities	9
20. Change in Contractor Representatives	9
21. Notice	9
22. District Rights	9
23. Ownership of Proposals	9
24. Ambiguity, Inconsistency or Errors in RFP	10
25. Competition	10
26. Use by Other Government Entities	10
27. Confidentiality	10
28. Electronic mail address required	10
29. Use of Electronic Versions of this RFP	10
III. RESPONSE FORMAT AND ORGANIZATION	11
A. NUMBER OF RESPONSES	11
B. NUMBER OF COPIES	11

C. PROPOSAL FORMAT.....	11
1. Proposal Organization.....	11
IV. SPECIFICATIONS	12
A. INFORMATION	12
B. MANDATORY REQUIREMENTS	12
1. Letter of Transmittal Form (Pass/Fail)	12
2. Campaign Contribution Disclosure Form (Pass/Fail).....	12
3. Conflict of Interest and Debarment Form (Pass/Fail).....	12
4. Certificate of Liability Insurance (Pass/Fail).....	12
6. Affidavit Signature Page-Appendix G (Pass/Fail)	12
7. Certification Regarding Lobbying (Pass/Fail)	13
9. Proof of Active Registration on Sam.Gov (Pass/Fail)	13
11. Cost Proposal (300 Total Points Possible)	13
C. DESIRABLE REQUIREMENTS	13
1. Qualifications and Experience (100 Total Possible Points)	13
2. Service, Support, Training (150 Total Possible Points)	14
3. Product Features, Technical Solution, and Available Options (150 Total Points Possible)	14
4. Customer References (50 Total Points Possible).....	14
5. E-Rate Clauses (50 Total Points Possible).....	15
6. Project Schedule (200 Total Points Possible).....	15
V. EVALUATION	16
A. EVALUATION POINT SUMMARY	16
B. EVALUATION PROCESS	16
1. Initial Review.....	16
2. Clarifications.....	16
3. Other Information Sources.....	16
4. Resident Business/Contractor Preference	17
5. Scoring and Contract Award Recommendation	17
APPENDIX A.....	18
ACKNOWLEDGEMENT OF RECEIPT FORM.....	18
APPENDIX B	19
CONSTRUCTION SERVICES CONTRACT	19
1. Scope of Work *See Attachment I	19
2. Compensation.....	19
3. Term.....	20
4. Termination.....	20
5. Appropriations.....	21
6. Status of Contractor	21
7. Assignment.....	21
8. Subcontracting.....	21
9. Release.....	21
10. Confidentiality.....	21
11. Product of Service -- Copyright.....	22
12. Conflict of Interest; Governmental Conduct Act	22
13. Amendment.....	23
14. Merger.....	23
15. Penalties for violation of law	23
16. Equal Opportunity Compliance.....	23
17. Applicable Law.....	25
18. Workers Compensation.....	25
19. Records and Financial Audit.....	25
20. Disclaimer and Hold Harmless.....	25
21. Indemnification.....	25
22. Invalid Term or Condition.....	26
23. Enforcement of Agreement.....	26
24. Authority.....	26

25.	<i>Lobbying *see Attachment III</i>	26
26.	<i>Approval of Contractor Personnel</i>	26
27.	<i>Survival</i>	26
28.	<i>Succession</i>	26
29.	<i>Force Majeure</i>	27
30.	<i>Mediation</i>	27
31.	<i>Notice to Proceed</i>	27
32.	<i>Attorney's Fees</i>	27
33.	<i>Cooperation</i>	27
34.	<i>Incorporation and Order of Precedence</i>	27
35.	<i>Patent, Copyright, Trademark and Trade Secret Indemnification</i>	28
36.	<i>Insurance</i>	28
37.	<i>Notices</i>	29
38.	<i>Fingerprints and Background Checks</i>	29
ATTACHMENT I		31
SCOPE OF WORK		31
1. PROJECT OVERVIEW		31
2. PROJECT SCHEDULE		31
3. GENERAL REQUIREMENTS		31
3.1	CODES, STANDARDS, AND WORKMANSHIP	31
3.3	TESTING AND CERTIFICATION	32
3.4	WARRANTY AND DOCUMENTATION.....	32
3.5	SITE CONDITIONS AND CLEANUP	32
4. DISTRICT NETWORK STANDARDS		33
4.1	NETWORK DROP STANDARDS PER CLASSROOM	33
4.2	NETWORK DROP STANDARDS PER OFFICE AND OTHER AREAS	33
4.3	RACKS, CABLE MANAGEMENT, AND LIUS (LIGHT INTERFACE UNIT).....	33
4.4	HORIZONTAL CABLING AND PATCH CORDS	33
4.5	PATCH PANEL KEYSTONE COLOR CODING.....	34
4.6	DROP LOCATIONS, REMOVAL, AND LABELING.....	34
5. SITE-SPECIFIC SCOPE – LOS LUNAS MIDDLE SCHOOL		34
5.1	MDF-SCHOOL OFFICE BUILDING.....	34
5.2	IDF 2-100 BUILDING.....	35
5.3	IDF 3-200 BUILDING.....	35
5.4	IDF 4-400 BUILDING.....	35
5.5	IDF 5-300 BUILDING.....	35
5.6	IDF 6-GYMNASIUM.....	35
5.7	FORMER IDF 7 (DECOMMISSIONING)	35
5.8	IDF 8, 9, AND 10 (DECOMMISSIONING)	35
5.9	NEW IDF 7 – COMPUTER LAB, ROOM 404	35
5.10	DEMOLITION AND PATCH PANEL REPLACEMENT	36
5.11	HORIZONTAL CABLING – CLASSROOMS, OFFICES, AND WAPS	36
5.12	HORIZONTAL CABLING – BUILDING- AND ROOM-SPECIFIC REQUIREMENTS.....	36
5.13	WIRELESS ACCESS POINT (WAP) REPLACEMENT PROGRAM.....	37
5.14	FIBER BACKBONE.....	37
5.15	COPPER DEMOLITION.....	38
5.16	SECURITY CAMERA, ACCESS CONTROL, VAPE DETECTORS, AND INTERCOM DROPS	38
6. PROJECT DELIVERABLES SUMMARY		38
.....		40
ATTACHMENT II		43
ADDITIONAL TERMS AND CONDITIONS.....		43
FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II		43
44 C.F.R. PART 18.....		47

CERTIFICATION REGARDING LOBBYING	47
ATTACHMENT IV	48
UNIVERSAL SERVICE E-RATE REQUIREMENTS	48
APPENDIX C	51
COST PROPOSAL FORM	51
APPENDIX D	53
LETTER OF TRANSMITTAL FORM	53
APPENDIX E	55
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	55
APPENDIX F	58
CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM	58
APPENDIX G	59
AFFIDAVIT SIGNATURE PAGE	59
APPENDIX H	60
1. DEFINITION OF TERMINOLOGY	60
2. PROCUREMENT LIBRARY	61
3. SAM.GOV EXAMPLE	62

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Los Lunas Schools (LLS) is seeking sealed proposals for E-Rate Category 2 and Security Cabling Infrastructure Services from Offerors that are licensed to do business in the State of New Mexico, are registered with USAC (Universal Service Administrative Company), and hold a 9-Digit SPIN (Service Provider Identification Number).

B. SUMMARY SCOPE OF WORK (See Attachment I)

LLS is seeking proposals from E-Rate qualified structured cabling contractors to refresh and upgrade the network cabling infrastructure at one (1) school site:

Los Lunas Middle School 423 Main Street, Los Lunas, NM 87031

This facility was last cabled in 2007 and represents one of the oldest cabling plants in the District. The purpose of this project is to replace the existing infrastructure according to updated technology standards and provide a solid foundation for school technologies for the future.

Requested Items: Category 6 and 6A-Re-Cabling of MDF (Main Distribution Frame) & IDF (Intermediate Distribution Frames) infrastructure to provide for 10Gbs LAN (Local Area Network) backbone refresh. This work will have to be completed during summer 2027 due to the nature of the project and impact it will have on the school site.

The District is standardizing its physical cabling infrastructure based on Leviton or equivalent systems. The District will accept proposals for equivalent equipment from other manufacturers; however, any proposed solution must be fully compatible, interoperable, and function seamlessly within the District's existing infrastructure. If an Offeror proposes an equivalent solution that differs from the requested manufacturer, the Offeror must provide complete technical documentation-including product datasheets, specification sheets, warranty information, and proof of structural and performance equivalence-demonstrating that the proposed products meet or exceed the performance, quality, and functional characteristics of the specified Leviton equipment. This information **MUST** be included with Appendix C-Cost Proposal Form.

The Contractor will provide equipment, services, and maintenance to upgrade the network cabling infrastructure to update technology standards in order to provide a solid foundation for school technology for the school site listed above. Contractor may be requested to advise and assist 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).

C. SCOPE OF PROCUREMENT

1. Los Lunas Schools seeks to establish a contract for E-Rate Category 2 and Security Cabling Infrastructure Services contingent upon available funding and mutual agreement between both parties. Contract period will be for the duration of the project beginning June 1, 2027 through July 26, 2027. All work **MUST** be completed during the summer of 2027 before the 27/28 school year begins.

2. The Offeror must be registered with USAC's E-Rate program and have a valid Service Provider Number (SPIN). This project is dependent on E-Rate funding; therefore, if there is no E-Rate approval, the District reserves the right to cancel some or all of the project.
3. Terms will be dictated by E-Rate funding cycles stating allowable contract dates and contract termination dates. This contract may cover both E-Rate eligible and non-eligible items. If eligible and non-eligible items or services are offered, Offerors must break out the non-eligible items and list them as such.
4. Regardless of the termination date of said contract, any work in place will be carried to completion by the same agency without unduly prolonging the process. Liquidated damages will occur at \$1000.00 per day if project is not completed within the requested timeframe.
5. The Offeror selected to provide services will be required to enter into Los Lunas Schools contract (Appendix B). Failure to negotiate a fee acceptable to all parties will require the selection of another Offeror.
6. When LLS issues a Purchase Order in response to this Request for Proposal, a binding contract is created. It should be noted that the terms and conditions set forth herein represents the contract. Any contract entered into between LLS and the successful Offeror is by no means an exclusive contract for the services described herein. LLS reserves the right to issue additional Requests for Proposals for special or technical projects, which may arise at any time, to better meet the needs of the District.
7. For projects that are federally funded, the selected Offeror will be required to comply with the applicable federal requirements including those relative to Equal Opportunity in Employment. LLS will be utilizing Federal funds for these purchases so New Mexico In-State Preferences are not applicable as per NMSA 13-1-21.

D. RESIDENT/VETERAN BUSINESS PREFERENCE

Not Applicable as per NMSA 13-1-21

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	10/22/26 (Thursday)
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	11/02/26 (Monday)
3. Mandatory Pre-Proposal Conference	PM/PO	11/02/26 9:00 AM MST (Monday)
4. Deadline to Submit Written Questions	PO	11/06/26 4:30 PM MST (Friday)
5. Response to Written Questions/ RFP Amendments	PM	11/13/26 4:30 PM MST (Friday)
6. Submission of Proposal	Offerors	12/3/26 2:00 PM MST (Thursday)
7. Proposal Evaluation	Evaluation Committee (EC)	12/10/26 (Thursday)
8. Notification of Finalists	EC	12/15/26 (Tuesday)
9. Best & Final Offer (If requested)	Offerors	TBD
10. Oral Presentations (If requested)	Offerors	TBD
11. Contract Negotiations	Tentative winner/District	TBD
12. Contract Award*	Board of Education*	1/26/27 (Tuesday)
13. Protest Deadline	Offerors	2/10/27 (Wednesday)

*Contract award is subject to approval of the Los Lunas School Board.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Los Lunas Schools Purchasing Agent on behalf of the School District and the Los Lunas School Board of Education.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand-deliver, e-mail, or return by registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Mandatory Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 9:00 AM MST at the Los Lunas Schools Administration Building Board Room located at 119 Luna Avenue, Los Lunas, NM 87031. A site visit will follow. Potential Offerors are encouraged to review the Request for Proposal document prior to the Pre-Proposal Conference. A public log will be kept of the names of Potential Offerors that attend the Pre-Proposal Conference and Site Walk-through.

Attendance at the Pre-Proposal Conference and Site Walk-Through is a prerequisite for submission of a proposal.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 4:30 PM MST on the date indicated in Section II.A (Sequence of Events), above. All written questions must be submitted through Beacon Bid.

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Los Lunas Schools website via Beacon Bid at <https://www.llschools.net/departments/purchasing/purchasing-services-rfps-itbs-and-contracts> via the "View Open Solicitations" link. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Amendment" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and submitted with the Offeror's proposal by the date indicated in Section II.A (Sequence of Events).

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 2:00 PM MST ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be digitally recorded for each proposal through Beacon Bid. Proposals must be submitted electronically through the Los Lunas Schools website via Beacon Bid. Proposals submitted in person, by mail, facsimile, or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Chief Finance Officer. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her option initiate discussions 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 SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the District.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Oral Presentations

Finalist Offerors, as selected per Section II.A.8 above, may be required to conduct an oral presentation. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee. If held, the presentations will take place either in person at the Los Lunas Schools Board Room (119 Luna Avenue, Los Lunas, NM 87031) or virtually through electronic means (e.g., Microsoft Teams or Zoom), per Section II.A.10 above, or as soon as possible thereafter. LLS will provide Finalist Offerors with an agenda, format requirements, and an official invitation.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror(s) no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the District reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the School Board will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the School Board.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Chief Procurement Officer has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. 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, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Chief Procurement Officer.

Los Lunas School District Purchasing Office
Attn. Michelle Romero, Chief Procurement Officer
Hand-Delivered: 119 Luna Avenue
Mailed: PO Drawer 1300
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). 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, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the District. The District will only make contract payments to the prime contractor. Contractor is responsible to provide:

- payment and performance bonds
- certificate of insurance
- statement of intent to pay prevailing wages
- any required permits
- subcontractor list

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the District Purchasing Office.

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. District 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 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 the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I 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 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 continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Los Lunas Schools or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

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 District determines such action to be in the best interest of the District.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the District in writing through the Procurement Manager 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 District and the contractor will follow the format specified by the District and contain the terms and conditions set forth in Appendix B, Construction Services Contract, including Attachments I, II and III. However, the District reserves the right to negotiate with a successful Offeror, 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.

Should an Offeror object to any of the District's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language in their RFP. The District may or may not accept the alternative language, at the District's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the District and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the District. The District may or may not accept the additional language, at the District's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the District 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 Sections 13-1-83 and 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 failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the District, meeting its needs adequately.

21. Notice

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

22. District Rights

The District reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the District. Pursuant to applicable public records and retention requirements, all submitted proposals, including technical and user documentation from non-selected Offerors, will be permanently retained by the District.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the District.

26. Use by Other Government Entities

Not Applicable

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Los Lunas Schools.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure 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 District, the version maintained by the District shall govern.

END SECTION II-CONDITIONS GOVERNING THE PROCUREMENT

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall upload one (1) copy of their proposal to the Los Lunas Schools website via Beacon Bid on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

1. Proposal Organization

All items must be submitted through the corresponding fields in Beacon Bid.

- a. Signed Letter of Transmittal Form (See Appendix D)
- b. Signed Campaign Contribution Disclosure Form (See Appendix E)
- c. Signed Conflict of Interest and Debarment Form (See Appendix F)
- d. Certificate of Liability Insurance (statement of concurrence required)
- e. Children's Internet Protection Act (CIPA) (statement of concurrence required)
- f. Affidavit Signature Page (See Appendix G)
- g. Certification Regarding Lobbying (See Attachment III)
- h. Copy of State of New Mexico Business License
- i. Copy of Sam.Gov active registration (See Appendix H)
- j. Signed W-9 Form
- k. Cost Proposal Form (See Appendix C)
- l. Response to Desirable Requirements

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 Beacon Bid. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Proposal Form, Appendix C.

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

END SECTION III-RESPONSE FORMAT AND ORGANIZATION

IV. SPECIFICATIONS

A. INFORMATION

Each mandatory and desirable requirement in sections IV.B.1 through IV.C.6, 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 (Pass/Fail)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Campaign Contribution Disclosure Form (Pass/Fail)

Offeror must complete and sign the Appendix E, 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: Frank Otero-Board President, P. David Vickers-Board Vice President, Sonya C'Moya-Board Secretary, Dana Sanders-Board Member and Michelle Osowski-Board Member.

3. Conflict of Interest and Debarment Form (Pass/Fail)

Offeror must complete and sign the Appendix F, Conflict of Interest and Debarment Form. This form must be submitted with your proposal.

4. Certificate of Liability Insurance (Pass/Fail)

Offeror must agree to provide, and agree to maintain during the life of the contract, insurance as follows:

Workers Compensation – Consistent with statutory requirements.

Comprehensive General Liability - \$1,000,000 per occurrence

Any insurance that is required does not limit the Offeror's obligation to indemnify the procuring agency for a claim above that amount. **A statement of concurrence is required**

5. Children's Internet Protection Act (CIPA) (Pass/Fail)

Offeror must ensure that the proposed solution meets and/or exceeds E-Rate CIPA standards, if applicable to the requested services. **A statement of concurrence is required.**

6. Affidavit Signature Page-Appendix G (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.

7. Certification Regarding Lobbying (Pass/Fail)

Offeror must sign and submit the Certification Regarding Lobbying Form at Attachment III, which is a Federal Funds requirement.

8. Copy of State of New Mexico Business License (Pass/Fail)

Offeror must submit a copy of their New Mexico business license

9. Proof of Active Registration on Sam.Gov (Pass/Fail)

Offeror must provide a copy of their active registration on Sam.Gov. This is a Federal Funds requirement. Sample provided in Appendix H.

10. Signed W-9 Form (Pass/Fail)

Offeror must complete and submit a signed W-9 Form.

11. Cost Proposal (300 Total Points Possible)

Offeror must complete and submit the Cost Proposal Form at Appendix C, providing proposed contract cost for accomplishing the Scope of Work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Depending on the availability of funding, successful Offeror will be compensated for services rendered satisfactorily.

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

$$\text{Offeror's Points} = \frac{\text{Lowest Total Project Cost}}{\text{This Offeror's Total Project Cost}} \times 300$$

C. DESIRABLE REQUIREMENTS

1. Qualifications and Experience (100 Total Possible Points)

- A. Provide a brief narrative of your company identifying number of years in business, number of employees, organizational structure, location of business, location of staff, type of ownership, and regional distribution center closest to New Mexico.
- B. Disclose whether your company has ever filed for bankruptcy, defaulted on a loan, or currently has any pending liens, claims, or lawsuits against it.
- C. Has your business ever been under investigation for non-compliance with any state, federal, local procurement rules, regulations, or laws? If so, please explain.
- D. The Offeror must be able to demonstrate a successful track record of past performance providing E-Rate eligible products/services closely related to those specified in this RFP.

Points will be awarded based on the thoroughness of the response.

2. Service, Support, Training (100 Total Possible Points)

- A. Describe your company's current in-house workforce, equipment and facilities available to perform under this RFP. Identify all individuals who will be assigned to work on this project.

Include the following:

- Name
- Title
- Experience
- Licensure
- Certifications

- B. Is there any "added value" received by LLS when purchasing through your company, and, if so, describe those added value items or unique attributes your company has to offer.
- C. Describe your company's quality assurance and control processes for product and services that will be provided under this RFP. Provide a narrative of your company's policies, procedures, and strategies to ensure quality and timely products and services to your customers.
- D. Please detail your company's availability of direct access and support channel benefits for on-site support and anticipated response time to LLS staff.
- E. Please describe your company's and/or manufacturer's warranty process for resolving issues. What is your company's resolution process for warranty repairs?
- F. Comment on the company's product roadmap, understanding of industry best services, equipment and practices.

Points will be awarded based on the thoroughness of the response.

3. Product Features, Technical Solution, and Available Options (150 Total Points Possible)

- A. The Offeror shall submit a complete list of the standard services and equipment configuration for the equipment being offered, including manufacturer and model, to be provided under this RFP.
- B. Technical Solution: This will be evaluated based on the path diversity being offered, how service outages will be addressed, and your network design ensures no single point of failure will affect LLS.
- C. Services Evaluation: The Offeror must provide evidence that the services shall meet the requirements outlined in this RFP.
- D. Equipment Evaluation. Equipment shall meet the required specifications/requirements and/or the brand name equivalent/model specifications listed.

Points will be awarded based on the thoroughness of the response.

4. Customer References (50 Total Points Possible)

The ability to complete, manage, and correctly bill projects is important to the District. Please provide proof of successful E-Rate projects via customer references. The District requires four (4) reference letters from customers where the Offeror provided similar E-Rate projects and SLD (Schools and Libraries Division of USAC) billing equal to or near the price provided in the Offeror's response to this solicitation. All references are to be similar in size to LLS and scope of work as called for in this RFP.

Reference letters must include:

- Organization name, address, contact person, title, phone number

Points will be awarded based on the thoroughness of the response.

5. E-Rate Clauses (50 Total Points Possible)

Vendor shall provide documentation on the position of the company if E-rate funding were to no longer exist from the Category 2 fund. Vendor shall provide documentation indicating their knowledge of and ability to work within the E-rate environment to maximize funding opportunities and ensure the earliest project completion. Documentation shall be provided on how the vendor prefers to deal with E-rate Forms 471, 472, 474, and 486. Vendor shall also indicate their preferred methods of working with the E-rate billing processes (Form 470 requires the filer to indicate how they prefer to be billed). Vendor shall provide a position statement on how they will deal with late FCDL (funding commitment decision letters) or funding denial in future years of the contract.

Points will be awarded based on the thoroughness of the response.

6. Project Schedule (200 Total Points Possible)

Vendor shall provide a detailed project schedule demonstrating how the work at Los Lunas Middle School will be completed within the summer timeline, including crew sizing, site sequencing, and mobilization.

Points will be awarded based on the thoroughness of the response.

END SECTION IV-SPECIFICATIONS

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.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form-Appendix D	Pass/Fail
IV.B.2	Campaign Contribution Disclosure Form-Appendix E	Pass/Fail
IV.B.3	Conflict of Interest and Debarment Form-Appendix F	Pass/Fail
IV.B.4	Certificate of Liability Insurance	Pass/Fail
IV.B.5	Children's Internet Protection Act (CIPA)	Pass/Fail
IV.B.6	Affidavit Signature Page-Appendix G	Pass/Fail
IV.B.7	Certification Regarding Lobbying Form-Attachment III	Pass/Fail
IV.B.8	Copy of Business License	Pass/Fail
IV.B.9	Proof of Active Sam.Gov Registration	Pass/Fail
IV.B.10	Signed W-9 Form	Pass/Fail
IV.B.11	Cost Proposal	300
IV.C.1	Qualifications and Experience Narrative	100
IV.C.2	Service, Support, Training	100
IV.C.3	Product Features, Technical Solution & Available Options	150
IV.C.4	Customer References	50
IV.C.5	E-Rate Clauses	100
IV.C.6	Scalability of Solution	200
TOTAL		1000
	Oral Presentations (If Needed)	50
	TOTAL POSSIBLE AWARDED POINTS	1000-1050

B. 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 as per NMSA 13-1-21

5. Scoring and Contract Award Recommendation

- a. Responsive proposals will be evaluated and assigned a point value based on the factors in Section IV.
- b. 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.
- c. The responsible Offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors in Sections IV and V, will be recommended for contract award to the Chief Procurement Officer, 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

RFP #2027-003-HR

2027 E-RATE CATEGORY 2 AND SECURITY CABLING INFRASTRUCTURE SERVICES

Los Lunas School District

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 table of contents, and ending with Appendix H.

The acknowledgment of receipt should be signed and returned (by e-mail, courier, or hand delivery) to the Procurement Manager no later than 11/2/26.

The firm listed below DOES _____ or DOES NOT _____ (check 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:

Heather Rindels
Los Lunas Schools Purchasing
119 Luna Avenue
Los Lunas, NM 87031
Phone: (505) 866-8259
Fax: (505) 866-8262
E-mail: hrindels@llschools.net

APPENDIX B

CONSTRUCTION SERVICES CONTRACT FOR 2027 E-RATE CATEGORY 2 AND SECURITY CABLING INFRASTRUCTURE SERVICES

Los Lunas School District CONTRACT #2027-003-HR

THIS AGREEMENT is made and entered into by and between the Board of Education, Los Lunas Schools, hereinafter referred to as "LLS" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer and the Los Lunas Board of Education.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work** *See Attachment I

The Contractor will provide Equipment, services, and maintenance as described in the Scope of Work (Attachment I) for replacement of cabling infrastructure for **Los Lunas Middle School located at 423 Main Street, Los Lunas, NM 87031**. 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. **Compensation.**

A. LLS shall pay the Contractor for after project has been completed. Contractor will be paid based on the satisfactory completion of the Scope of Work as directed. Contractor shall secure all licenses, permits, fees, etc., as required for the performance of this work and invoice monthly after performance of the services.

B. No per diem will be paid to Contractors for work performed in Los Lunas. Clerical or secretarial help will not be reimbursed. Fee for services includes all of the contractors general and administrative overhead costs.

C. LLS shall not reimburse the Contractor for any tuition or seminar fees

D. Progress payments will be made every two (2) weeks upon receipt of a detailed invoice which shall include the Contractor's 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. Invoices must clearly reference the appropriate Purchase Order (PO) number and must have approval of the LLS delegated representative. The final invoice must be submitted after completion of the Scope of Work. Approved invoices will be sent to LLS Accounts Payable department for processing. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Payment terms are net 30 days. LLS shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

E. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

F. Vendor shall invoice the District based on progress billing utilizing the BEAR (Billed Entity Applicant Reimbursement) billing method through project completion. The District will submit a claim to receive reimbursement for the discounted portion from the Universal Service Administrative Company (USAC). 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
- 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”)

G. 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.

3. **Term.**

This Agreement is effective one (1) year, after approval by the Los Lunas School Board.

4. **Termination.**

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the District is the terminating party, or the Contractor’s sending of the notice of termination, or if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Los Lunas School Board for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Los Lunas School Board, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing construction services for the District and are not employees of LLS. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of District vehicles, or any other benefits afforded to employees of LLS as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind LLS unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **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 approval of LLS.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

If subcontractors are utilized, the Contractor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

Subcontractors shall be required to submit insurance as per #36-Insurance, a W-9, current New Mexico Contractor's license, and payment and performance bonds. Contractors and Subcontractors are required to comply with all Federal and State of New Mexico labor laws.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the District, its officers and employees, and LLS from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of LLS and shall be delivered to LLS no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making of this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. **Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. **Merger.**

This Agreement incorporates 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. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for violation of law.**

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

16. **Equal Opportunity Compliance.**

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the

supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. **Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

19. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered. These records shall be subject to inspection by LLS officials and/or the LLS 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.

20. **Disclaimer and Hold Harmless.**

LLS shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold LLS harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by LLS in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless LLS from all actions, proceeding, 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 the legal counsel LLS by certified mail.

22. **Invalid Term or Condition.**

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

23. **Enforcement of Agreement.**

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

24. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. **Lobbying** *see Attachment III

26. **Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the District. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to ensure they are being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the District shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. **Survival.**

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

28. **Succession.**

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

29. **Force Majeure.**

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

30. **Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Public Schools Insurance Authority and the parties shall utilize a striking process until a mediator is agreed upon.

31. **Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the District until it is executed by the Los Lunas School Board after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement, a Purchase Order, and a Notice to Proceed issued by the Chief Procurement Officer.

32. **Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. **Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. **Incorporation and Order of Precedence.**

Request for Proposal No. 2027-003-HR and the Contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposal; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the Contractor's proposal; then
6. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. **Patent, Copyright, Trademark and Trade Secret Indemnification.**

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

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

36. **Insurance**

The contractor shall procure, pay for and maintain in full force and effect during the terms of this Agreement insurance as required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. The contractor shall furnish LLS copies of certificates of required insurance in a form satisfactory to LLS (or copies of insurance policies of LLS calls for them). All certificates of insurance (or policies) shall provide thirty (30) days written notice be given to LLS before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies.

A. Professional Liability Insurance: The contractor shall procure and maintain during the term of the Agreement professional liability insurance in an amount not less than \$1,000,000 per occurrence, not including defense costs. Such insurance shall have no greater than a \$10,000 deductible unless a different form of security is specifically accepted in writing from LLS. The amount of any deductible shall be stated.

B. Comprehensive General Liability: The contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for LLS by the contractor, coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically ensure the indemnity and hold harmless provisions of this Agreement.

- 1. Workers' Compensation Insurance:** The contractor shall provide for its employees worker's compensation insurance as applicable under the New Mexico Workers' Compensation Act
- 2. Increased Limits:** If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978, LLS may require the contractor to increase the maximum limits of any insurance required herein.
- 3. Proof of Insurance:** Proof of such insurance shall be provided in the form of a certificate of insurance or a copy of the insurance policy and such proof of insurance shall be delivered prior to the execution of a contract. **Los Lunas Schools must be named as additional insured. If subcontractors are utilized, a waiver of subrogation is also required.**
- 4. Subcontractors:** The Contractor shall ensure that liability insurance is maintained by the Subcontractors, and may either insure the activities of Subcontractors or require them to maintain insurance. If the District is damaged by the failure or neglect of the Contractor to maintain insurance as described above, then the Contractor shall be liable for all costs and damages properly attributable thereto. The Contractor may elect to utilize its Contractor Controlled Insurance Program to fulfill the minimum general liability insurance requirements under this agreement.

37. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District: Michelle Romero, Chief Procurement Officer // PO Box 1300 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

38. **Fingerprints and Background Checks:**

New Mexico Statute Section 22-10-3.3 NMSA 1978 (being Laws, 1997, Chapter 238, Section 1) and State Board of Education Rules require that all applicants who have been offered employment, contractors and contractor's employees **with unsupervised access to students** be fingerprinted in order to establish positive identification for a state and federal criminal background check. LLS will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background checks. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person who is not directly involved in the employment decision regarding the applicant or contractor.

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

By: _____
Signature Authorized Firm Representative: _____

Title: _____ Date: _____

Printed Name: _____

Mailing Address: _____

Phone/Email: _____

Fed Tax ID#:

Attachment I

Scope of Work

1. Project Overview

Los Lunas Schools (the "District") is seeking proposals from qualified structured cabling contractors to refresh and upgrade the network cabling infrastructure at Los Lunas Middle School. This facility was last cabled in 2007 and represents one of the oldest cabling plants in the District. The purpose of this project is to replace the existing infrastructure according to updated technology standards and provide a solid foundation for school technologies for the future.

The selected contractor shall provide all labor, materials, equipment, supervision, permits, and incidentals required to complete the work described in this Scope of Work.

2. Project Schedule

All work must be performed on a tight, over-the-summer schedule during the summer of 2027:

- Work shall begin on June 1, 2027
- All work must be complete by July 23, 2027.
- Liquidated damages will occur at \$1000/day if project is not completed before school begins.

Buildings must be fully operational for staff return and the start of the school year.

***Please note: An approved purchase order from LLS Procurement is required before any services are provided. Awarded Contractor shall not provide services until a purchase order is obtained from LLS Procurement. Unauthorized services may not be paid by LLS.**

3. General Requirements

3.1 Codes, Standards, and Workmanship

- All work shall comply with the current versions of ANSI/TIA-568 (including ANSI/TIA-568.2-D for balanced twisted-pair), ANSI/TIA-569, ANSI/TIA-606 (administration/labeling), ANSI/TIA-607 (bonding and grounding), the National Electrical Code (NEC), and all applicable state and local codes.
- All Category 6A horizontal cabling and patch cords shall be from a single manufacturer's certified end-to-end system to support the manufacturer warranty. All cable must be point to point, no splices or junctions.
- All cable installed in air-handling (plenum) spaces shall be plenum rated CMP (Communications Multipurpose Cable Plenum). All other cable shall be riser rated CMR (Communications Multipurpose Cable Riser) at minimum.
- All penetrations of fire-rated walls, floors, and ceilings shall be fire stopped with UL-listed (Underwriters Laboratories) firestop systems appropriate to the penetration.
- The contractor shall be appropriately licensed to perform low-voltage cabling work in the State of New Mexico and shall employ BICSI-certified (Building Industry Consulting Service International) or manufacturer-certified installers.
- All employees working on site shall comply with District background checks and site access requirements for work on school campuses.

3.2 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.

3.3 Testing and Certification

- Every copper drop shall be tested and certified to Category 6A channel/permanent link requirements with a calibrated Level IIIe (or better) field tester. Test results for every drop shall be provided electronically to the District.
- All fiber strands shall be tested bi-directionally with an OLTS, and OTDR traces shall be provided for each strand. Test results shall be provided electronically to the District.
- Any drop or strand that fails certification shall be repaired or replaced and re-tested at no additional cost to the District.

3.4 Warranty and Documentation

- Provide a manufacturer-backed system lifetime warranty on the installed cabling system, plus a minimum 1-year contractor workmanship warranty.
- Provide as-built documentation at project close-out, including floor plans showing drop locations and labels, patch panel schedules for each DF/IDF (Distribution Facility/Intermediate Distribution Facility), fiber run documentation, and all test results.

3.5 Site Conditions and Cleanup

- The contractor shall protect all existing finishes, furniture, equipment, and gymnasium floor.
- All demolition debris, including removed cable, old surface mount raceway, and removed equipment, shall be disposed of off-site by the contractor unless the District requests specific items be retained. The District has requested specific items be retained that are listed throughout the SOW **in bold letters**.
- The District will coordinate building access.
- 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.

4. District Network Standards

4.1 Network Drop Standards Per Classroom

Nine (9) drops per classroom: (refer to Cat 2 map for locations)

- Two (2) at the teaching station, located on the side wall
- One (1) at the center of the teaching wall for the IFP (interactive flat panel), at normal network drop height
- Two (2) on the side wall opposite the teaching station, at the center of the wall
- Two (2) at the back of the classroom, at the center of the wall
- One (1) at the ceiling WAP location, for the wireless access point
- One (1) in the center of the teaching wall in the ceiling, for a future intercom unit
- The vendor will be provided with a detailed map of the site showing all drop locations, which walls are cinder block, and which existing in-wall drops can be reused.
- Provide and install a USB-C Thunderbolt extension (Thunderbolt over Ethernet) from the teaching station to the IFP network drop location. Provide two (2) 3-meter USB-C Thunderbolt patch cords per classroom: one (1) at the IFP and one (1) at the teaching station. Refer to Cat 2 map for locations. Pro AV/IT Integrator Series™ HDBaseT 4K60Hz HDMI + USB-C Wall Plate Extender Kit with USB 2.0, Audio & PoC up to 230ft or equivalent.

4.2 Network Drop Standards Per Office and Other Areas

For each office or other area designated on the provided maps (lounge, conference room, etc.): two (2) drops in two (2) locations.

4.3 Racks, Cable Management, and LIUs (Light Interface Unit)

- Horizontal cable management trays shall be installed under each patch panel and under each switch when the switches are reinstalled.
- Vertical cable management trays shall be installed on the left side, right side, and between any racks.
- LIUs (fiber enclosures) shall be new, 19" rack mount units installed at the top of each rack as needed for fiber, with LC connectors/receptacles. Leave at least 1U of free space under the LIU for clearance so any doors can open fully, if needed. Appropriately sized LIUs shall also be installed in wall-mounted cabinets as needed for fiber.

4.4 Horizontal Cabling and Patch Cords

- All patch cords shall be provided by the vendor, in lengths appropriate to each connection.
- All horizontal cabling shall be blue Category 6A.
- The ceiling drop for any wireless access point shall be terminated within 10 feet of the WAP's location and connected with a new CAT6A 10 ft yellow patch cord. Where this patch cord is located in plenum (air-handling) ceiling space, it shall be plenum rated CMP (Communications Multipurpose Cable Plenum).

Patch cords in the DFs – provide and install in the network closets:

- 5–7 ft Blue CAT6A non-booted patch cables for all data drops
- 5–7 ft Green CAT6A non-booted patch cables for all IFP drops
- 5–7 ft White CAT6A non-booted patch cables for all intercom drops

- 5–7 ft Yellow CAT6A non-booted patch cables for all WAP drops
- 5-7 ft Red CAT6A non-booted patch cables for all security cameras
- 5-7 ft Gray CAT6A non-booted patch cables for all access control drops
- 5-7 ft Purple CAT6A non-booted patch cables for all vape detector drops

4.5 Patch Panel Keystone Color Coding

Keystones in the patch panels shall be color coded and separated (grouped) by color/use:

- Blue – data drops
- Green – IFP drops
- White – intercom drops
- Yellow – WAP drops
- Red - Security camera drops
- Gray - access control drops
- Purple - vape detector drops

4.6 Drop Locations, Removal, and Labeling

- Reuse existing in-wall drop locations where specified on the map. If there are extra in-wall boxes that will no longer be needed, cover them with a white, plastic, blank cover.
- Remove all old surface mount cabling and install new cabling per the standard room requirements.
- Label all drops at the endpoint locations using the District standard for labeling: **DF# – patch panel – patch panel drop number** (example: 1.0-1-01 = DF 1.0, patch panel 1, drop 01).

5. Site-Specific Scope – Los Lunas Middle School

All District Network Standards in Section 4 apply. Unless noted otherwise, each DF/IDF below shall receive cable management and enough patch panels for the number of drops required, per Section 4.3. Drop-by-drop locations for all rooms are shown on the supplemental maps from the District, as noted below. The following site-specific work is required.

All switches shall be removed and stored safely until they are ready to be reinstalled. Where switches are stacked, they shall be labeled from top to bottom (1 through the total number of switches) before removal, and reinstalled in the rack in the same order, with a horizontal cable management tray installed under each switch.

5.1 MDF-School Office Building

- The MDF is located in the school’s office area; refer to the Cat 2 site map for its exact location.
- The District renewed the MDF in the spring of 2026 with new racks and patch panels. The existing racks, patch panels, and keystones at this location shall be reused; no new racks or patch panels are required here.
- Because the keystones installed during the 2026 renewal are white (not color-coded), use color-coded labels in place of colored keystones at this location. If additional keystones are required, use the colors specified in Section 4.5.
- Provide, install, and utilize cable management panels per Section 5.3.
- The building’s network distribution is being reorganized, using the main entry hallway as a dividing line: areas west of the main hallway shall be cabled back to the MDF; areas east of the main hallway shall be cabled back to IDF 2 (Section 5.2).

5.2 IDF 2-100 Building

- The current IDF 2 is located in Room 110, in a wall-mounted Holocomm cabinet. This cabinet, along with all its contents, shall be removed. **This switch is new and shall be returned to LLS Technology immediately upon removal.**
- A new IDF 2 shall be created at the location shown on the map, in the main office area. This location is accessed from the exterior, off the football field.
- A new, 2-post 19" rack, at least six (6) feet tall, with holes drilled and tapped (not inserts), shall be installed in the new location with appropriate clearance from the walls.
- A new LIU shall be installed per Section 5.3.
- Any drops east of the main hallway shall be cabled back to IDF 2.
- There is equipment in the old IDF 7 closet that will need network once the existing switch has been removed, plus, any drops in the area that are cabled to old IDF 7 will need to go to the new IDF 2 closet.
- Please install a new patch panel in the old IDF 7 closet with 10 drops in it. These drops will be jumpers from the new IDF 2 to provide networking back to the old IDF 7 closet for the various equipment that is staying in it.
- Provide and install five (5) horizontal cable management trays and two (2) full-length vertical cable management trays for the left and right sides of the rack.

5.3 IDF 3-200 Building

- IDF 3 is located in Room 200, in an enclosed cabinet that shall be reused.

5.4 IDF 4-400 Building

- IDF 4 is located in the 400 building, south of the library. The existing 2-post rack shall be reused.

5.5 IDF 5-300 Building

- IDF 5 is located in Room 300, in a wall-mounted Holocomm cabinet. The existing cabinet shall be reused.

5.6 IDF 6-Gymnasium

- IDF 6 is located in a wall-mounted cabinet in the girls' coach's office; the existing cabinet shall be reused. The contractor shall take care not to damage the audio system equipment that shares this cabinet.

5.7 Former IDF 7 (Decommissioning)

- The former IDF 7 is currently located in the school's office area, next to the new IDF 2 location. The networking equipment in this closet shall be removed and reinstalled in the new IDF 2 closet; **the switch shall be returned to LLS Technology.**

5.8 IDF 8, 9, and 10 (Decommissioning)

- The IDFs in Rooms 405, 406, and 408 shall be removed; **the cabinets and switches shall be returned to the district.**
- All cabling to these cabinets shall be removed.

5.9 New IDF 7 – Computer Lab, Room 404

- This new IDF, serving the Lab 404 computer lab, shall be designated IDF 7, reusing the number vacated by the decommissioned closet described in Section 6.7. All drops in this room shall be labeled accordingly as IDF 7.

- The existing Holocomm (wall-mounted) cabinet serving Lab 404 shall remain in place as this room's IDF. Replace the patch panel in the cabinet and install a new LIU, as fiber will be run from the MDF to this cabinet.
- Run all drops in Lab 404 back to the IDF 7 cabinet, except the WAP drop, which shall be cabled from IDF 4 and labeled per District standards.
- There are eight (8) power poles in the lab, with four (4) drops in each to be re-cabled, plus additional drops per the map.

5.10 Demolition and Patch Panel Replacement

- Remove all old patch panels and return them to the district. Provide and install all patch panels required to accommodate the new cabling.

5.11 Horizontal Cabling – Classrooms, Offices, and WAPs

- Provide and re-cable (CAT6A) every classroom per the Network Drop Standards Per Classroom (Section 4.1), per the provided map.
- Re-cable all WAP locations per Section 4.4 and the WAP Replacement Program in Section 5.13.
- Re-cable offices and other areas per Section 5.2.
- All horizontal cabling shall be blue CAT6A; DF patch cords and keystone color coding shall follow Sections 4.4 and 4.5.
- Re-use current network drop locations specified on the included map, and add additional locations as needed per the scope of work requirements and the map.

5.12 Horizontal Cabling – Building- and Room-Specific Requirements

Main Office Area (east of the entry doors)

- Refer to the Cat 2 site map for exact locations.
- The WAP in the teacher lounge needs to be mounted to the ceiling in the center of the room. The District will provide the mounting hardware.

200 Building

- Lab 201: reuse the existing cabinet; replace the patch panels and keystones. Wall and power-pole drops, and one (1) WAP, per the locations shown on the map.
- Lab 202: power poles to be removed; one (1) WAP. Locations per the map.
- Two (2) small office/work areas: two (2) drops in one (1) location per office (four (4) drops total).

300 Building

- Cafeteria: sixteen (16) wall drops (two (2) each at eight (8) locations above the tables); reuse these existing locations with new materials. One (1) WAP; two (2) cameras.
- Kitchen: two (2) drops in two (2) locations, by the windows to the cafeteria.
- Kitchen office: two (2) drops.
- Room 301 has one WAP, room 302 has 2 WAPs. We will add an additional WAP to room 301. Provide horizontal wall mounts for 4 WAPs that a Cisco 9164 WAP can be mounted to. Mount the WAPs 12ft up the wall where indicated on the map. The district will provide the 4th WAP for room 301 with mount.

Gym Building

- Gym: two (2) wall drops in two (2) locations at each end of the gym (eight (8) total).

- The intercom drops should be placed on the east and west walls in the locations indicated on the map at a height of ten (10) feet above the floor.
- Two (2) coaches' offices: two (2) wall drops and one (1) WAP in each.
- Head coach's office (gym lobby hallway): four (4) wall drops; add a ceiling drop for the WAP and mount the WAP with District provided mount.
- Install 2 drops in the gym ceiling at locations shown on the map. Install 2 District provided mounts and WAPs.
- Concession/ticket counter at the front doors: replace two (2) wall drops under the counter.
- Weight room: replace the two (2) existing drops.

400 Building

- Lab 404: see Section 6.9 (IDF 7).

Library

- Circulation desk: six (6) drops.
- Library office: two (2) drops in two (2) locations.
- One (1) drop at the computer lab door for the IFP; one (1) WAP; four (4) drops on the wall to the right of the main entrance.
- Library computer lab: one (1) WAP; see map for additional details.
- Workroom off the library: three (3) locations of two (2) drops each (six (6) total).

500 Building

- Office area: refer to the site map for exact locations. One (1) WAP in the office across from the MDF, A111 or A112 that should be moved to A110 and mounted in the ceiling with district supplied mounting hardware.
- Staff lounge: replace two (2) drops in two (2) locations; mount the WAP at the center of the ceiling.
- Nurse's office: replace ten (10) existing drops throughout the area (see map).

Exterior

- One (1) exterior WAP facing the interior courtyard shall be retained, not replaced; replace its patch cord and the horizontal cable back to the patch panel only.

5.13 Wireless Access Point (WAP) Replacement Program

- The District has already replaced most wireless access points (WAPs) throughout the school, except for units mounted in locations too high to reach without specialized equipment. The contractor shall replace these remaining WAPs while re-cabling the associated locations. The District will provide the new WAPs to the contractor at the start of the project.
- For each of these WAP locations, provide one (1) ceiling drop terminated within 10 feet of the existing WAP location.
- Provide and install new 10 ft CAT6A non-booted yellow patch cables to all of these WAPs.
- Provide the District with an inventory of all new WAPs installed, including the LLS tag number, serial number, the last four characters of the MAC address, and the room number where each WAP was installed.
- **Return the old WAPs to LLS Technology.**

5.14 Fiber Backbone

- Provide and install new single-mode fiber runs from the MDF to DF 2.0 through DF 7.0. A total of six (6) new fiber home runs (12-strand single-mode fiber).

- Remove old fiber.
- Provide 12 new Cisco, or equivalent, 25Gbps single mode SFP's for the data network and 12 for the security network.
- Remove old LIUs and replace with new (except the one in the MDF, it is brand new) vendor-provided LIUs at each IDF end point with LC receptacles, including the LIU for IDF 7 in Lab 404 noted in Section 6.9. Terminate new fiber and label per District standards.
- Provide and install new fiber patch cables terminated with LC connectors on both ends.

5.15 Copper Demolition

- Remove ALL existing network cable.

5.16 Security Camera, Access Control, vape detectors, and intercom Drops

- This includes all drops for security cameras, access control, vape detectors, and intercom. These drops shall be terminated in the ceiling in a biscuit jack with the correct color keystone per Section 5.5 and connected using new vendor supplied patch cords as specified in Section 5.4. We want an additional patch panel in the IDFs 5U up from the bottom, with a horizontal cable management unit above it and then a district provided security switch will go above that for these security network drops. Refer to the site map for locations. IDF 7 will not include any of these drops. All drops in the 400 building will be run to IDF 4. All other of these drops are to be run to the IDF in that building just like the data drops.
- Cameras, access control, and vape detectors = 33 drops
- Intercoms = 66 drops

6. Project Deliverables Summary

The contractor shall provide a written weekly status update to the District project manager at the beginning of each week, covering the prior week's accomplishments, progress against the project schedule, and any issues requiring District attention

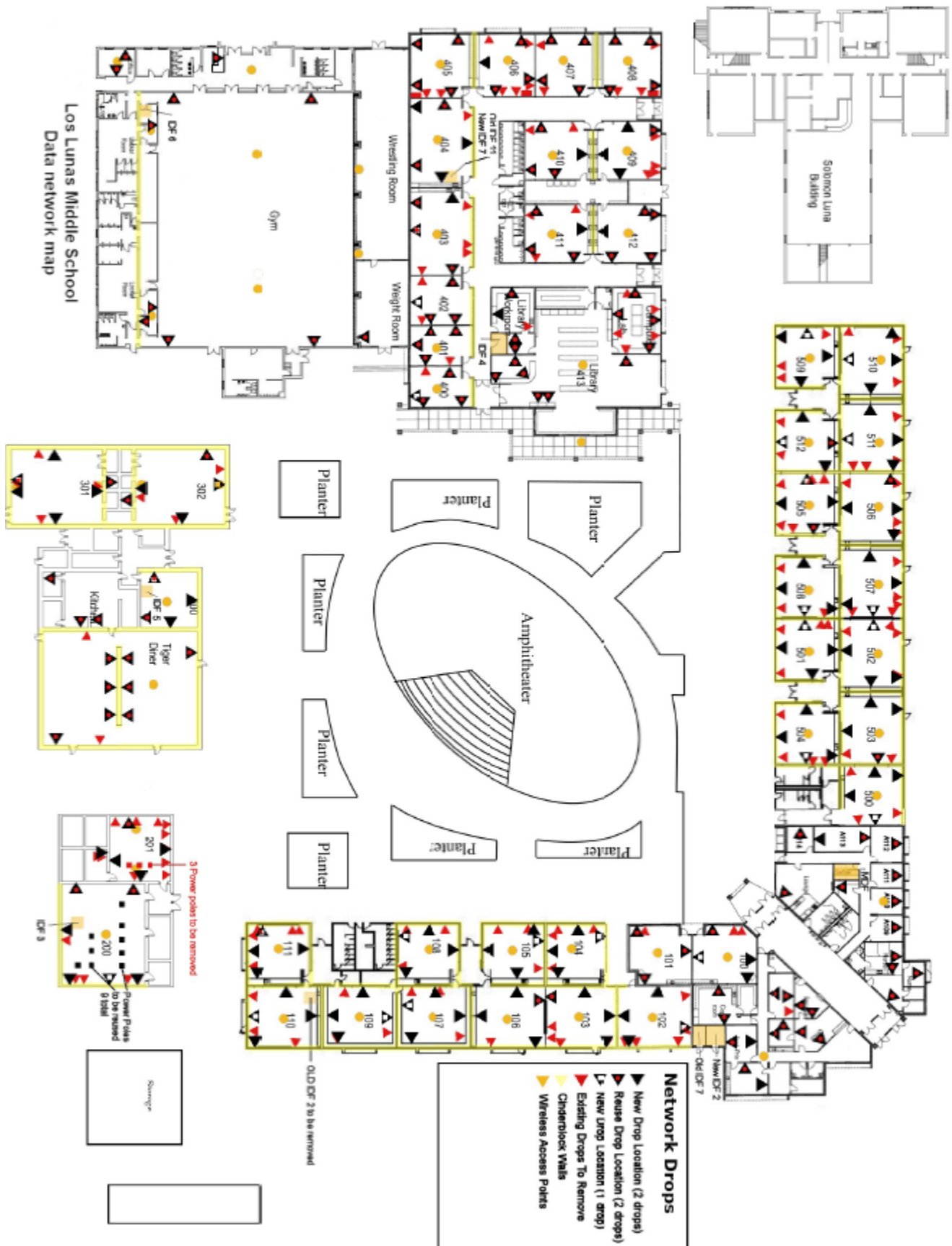
At a minimum, the following shall be delivered at project close-out:

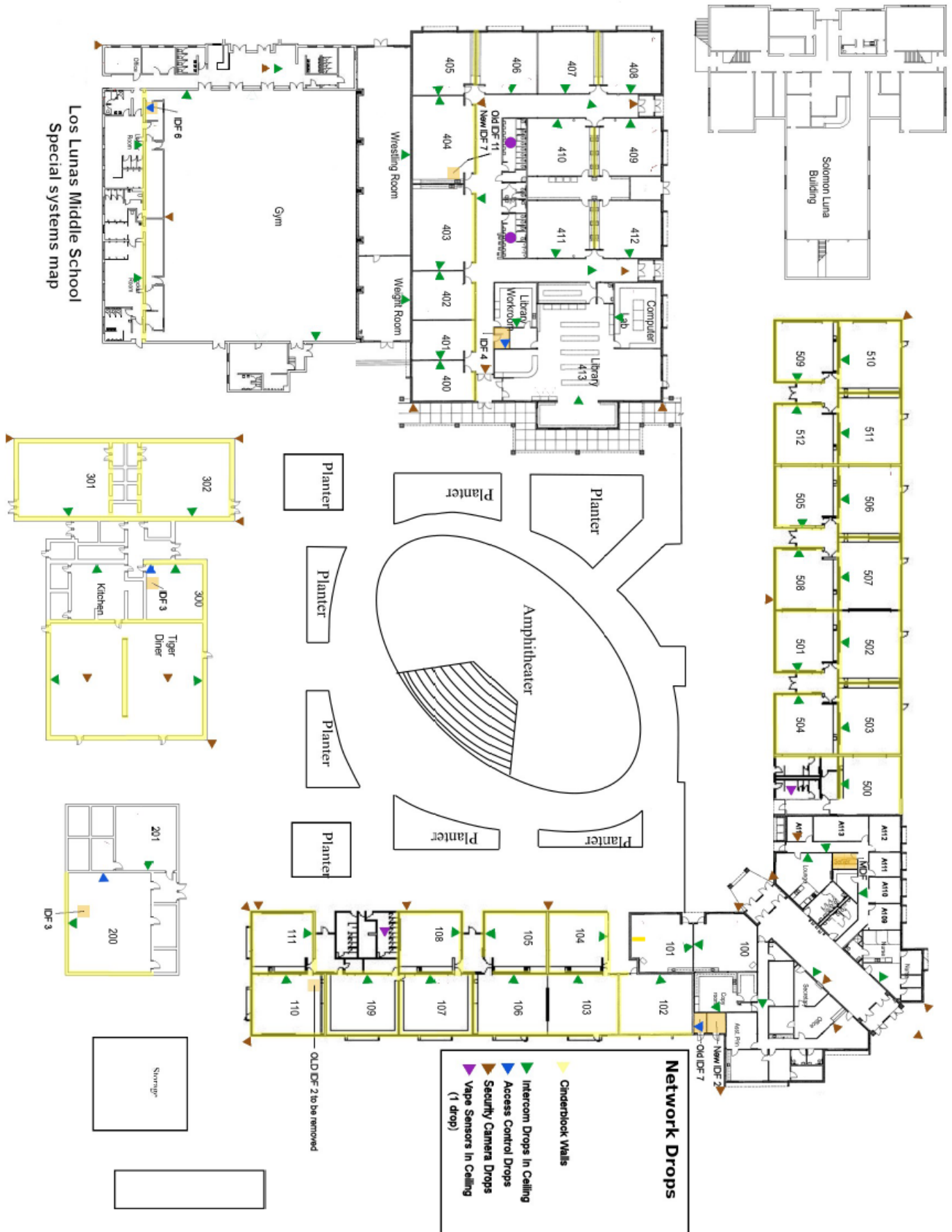
1. All new CAT6A horizontal cabling, patch panels, cable management, racks, LIUs, and fiber installed, terminated, labeled, and tested per this Scope of Work.
2. Copper and fiber certification test results for every drop and strand, delivered electronically.
3. As-built floor plans showing all drop locations with labels, and patch panel schedules for each DF/IDF.
4. Manufacturer system warranty certificate and contractor workmanship warranty.
5. Removal and disposal of all old copper cabling, old fiber, old surface mount raceway, and demolished equipment. The District reserves the right to retain any recovered materials.

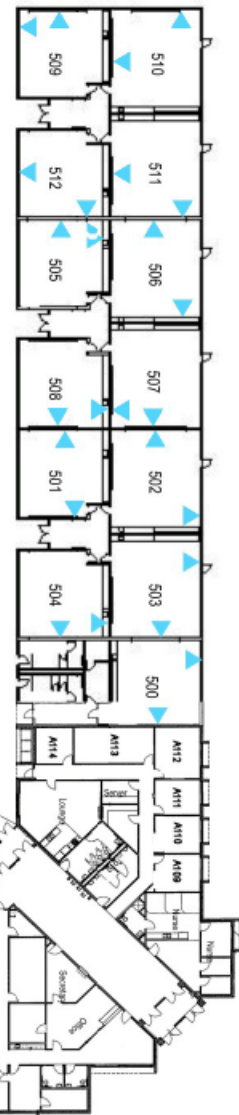
7. Miscellaneous

- 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 the project.
- b. Contractor will not be compensated for any volunteer activities associated with LLS and are prohibited from accepting supervisory duties associated with LLS activities.

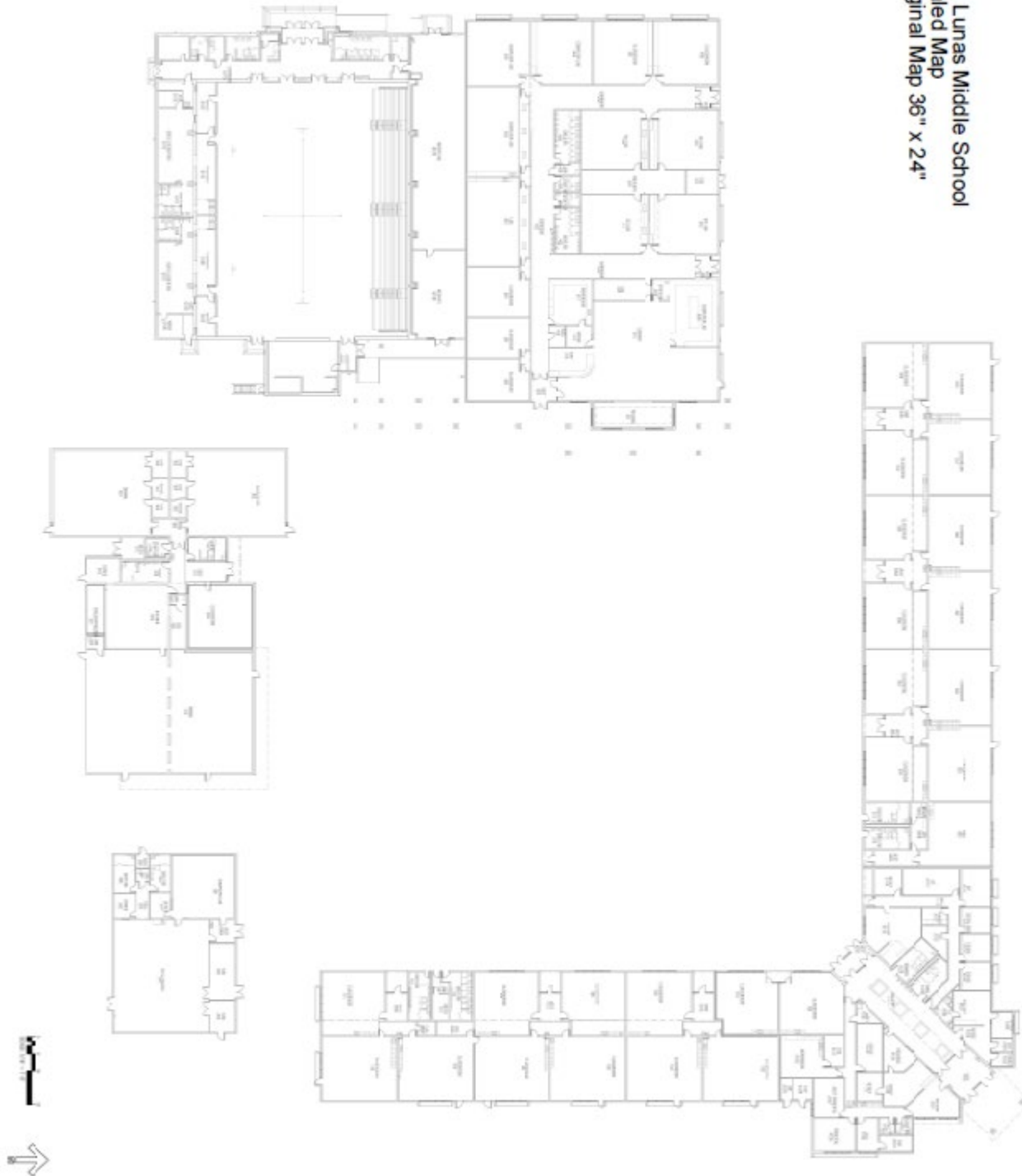
c. Invoices may be submitted every two (2) weeks as per Appendix B.2 Compensation.







Los Lunas Middle School
Scaled Map
Original Map 36" x 24"



Attachment II

Additional Terms and Conditions For Compliance with 2 C.F.R. Part 200, Appendix II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs, and litigation expenses, as applicable.

2. DAVIS-BACON ACT

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, Contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

A. *Contractor.* The Contractor shall comply with 18 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. *Subcontractor.* The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. *Overtime Requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (A) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 1 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with w C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act

9. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

A. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. IN compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. BYRD ANTI-LOBBYING AMENDMENT *See Attachment III

Contractor must sign and submit to the Owner Attachment III-CERTIFICATION REGARDING LOBBYING

Attachment III

**44 C.F.R. PART 18
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certifications is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

Attachment IV

UNIVERSAL SERVICE E-RATE REQUIREMENTS

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

○ **USF Knowledge**

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

○ **USF Registration**

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

○ **USF Participation**

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

○ **USF Documentation**

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

○ **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
- 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”)

○ **USF Discounted Invoicing and Reimbursement Processes**

Vendor shall invoice the District only for the entire amount. The District will submit a claim for the discounted portion to be reimbursed by USAC.

- **Timely Filing**

Vendor shall be solely responsible for timely submittal of invoices to the District.

- **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, 2027 for the services it intends to purchase from Vendor during that funding year.

- **USF Audit and Document Retention Requirement:**

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

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

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are invoiced separately from eligible charges
- 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 the District
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
 - Charging proper FRN(s)
 - Ensuring that invoices and USAC forms are submitted to the District in a timely manner
 - Ensuring that USAC forms are filled out completely, accurately and on time
 - Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made

available to the District in electronic format

- **Contract Term Modification:** The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).

APPENDIX C**COST PROPOSAL FORM****Los Lunas Schools RFP #2027-003-HR
FOR 2027 E-RATE CATEGORY 2 AND SECURITY CABLING INFRASTRUCTURE SERVICES****State gross receipts tax shall not be included in the Total Proposed Cost****Offeror must mark yes/no to indicate if the products/services vendor is offering are E-rate eligible. Eligible / Ineligible costs must be totaled separately in the bid form below. Do not change format of Bid Form. Total cost to perform services must include the cost of equipment, labor, profit, and overhead.*****Offeror MUST provide an itemized quote (building by building breakdown) with this cost proposal form that identifies E-Rate eligible/ineligible items.**

PROPOSAL ITEM #1	E-RATE CAT 2 PROJECT COST	E-RATE ELIGIBLE "YES"/"NO"
LOS LUNAS MIDDLE SCHOOL	\$	
TOTAL E-RATE <i>ELIGIBLE</i> SERVICES	\$	
TOTAL E-RATE <i>INELIGIBLE</i> SERVICES	\$	
A. SUBTOTAL PROJECT COST	\$	

PROPOSAL ITEM #2	SECURITY PROJECT COST	E-RATE ELIGIBLE "YES"/"NO"
LOS LUNAS MIDDLE SCHOOL	\$	
TOTAL E-RATE <i>ELIGIBLE</i> SERVICES	\$	
TOTAL E-RATE <i>INELIGIBLE</i> SERVICES	\$	
B. SUBTOTAL PROJECT COST	\$	

(A) Subtotal Project Cost	+	(B) Subtotal Project Cost	=	TOTAL PROJECT COST
---------------------------	---	---------------------------	---	--------------------

Total Project Cost amount written in words:

\$ _____.

This cost proposal will be judged based upon the lowest total project cost reflected in written words.
Please check your calculations before submitting your proposal; the Agency will not be responsible for Offeror miscalculations.

If offering an “equal” product, Offeror **MUST** include the manufacturer’s specifications with this Cost Proposal Form as per I. Introduction B. Summary Scope of Work.

Check the box that applies:

☐ I am using District Standard Specifications	Leviton
☐ I am using “approved equal” specifications and detailed specifications are attached to this Cost Proposal	Manufacturer _____

Check the box that applies:

☐ I am using District Standard Specifications	Pro AV/IT Integrator Series
☐ I am using “approved equal” specifications and detailed specifications are attached to this Cost Proposal	Manufacturer _____

Make a selection: Will subcontractors be used on this project? YES _____ / NO _____

If yes: 1. Subcontractors **MUST** be listed:

Subcontractor Name	Contract Amount
A.	\$
B.	\$
C.	\$

2. Copies of subcontractor licenses and proof of insurance **MUST** be provided with this cost proposal.

The representations herein are made under penalty of perjury. We hereby offer to sell the District the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by reference.

Offeror Name (Company)

Printed Name of Authorized Representative

Address

Title of Authorized Representative

City, State, Zip Code

Signature of Authorized Representative

Email Address

Date

Telephone Number

Offeror’s FCCRN #

FEIN#

Offeror’s E-Rate SPIN #

APPENDIX D

LETTER OF TRANSMITTAL FORM

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:

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

Name: _____

Title: _____

Email: _____

Phone: _____

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

Name: _____

Title: _____

Email : _____

Phone: _____

4. For the person to be contacted for clarifications:

Name: _____

Title: _____

Email Address: _____

Phone: _____

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 Section II, Paragraph C.1.

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of 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.

_____, 2026

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

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 Contribution” 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 statewide or local office. “Campaign Contribution” 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

Names of Applicable Public Officials on the District Board of Education:

Frank Otero, President
P. David Vickers, Vice President
Sonya C’Moya, Secretary
Dana Sanders, Member
Michelle Osowski, Member

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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 F**CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term “Offeror” shall mean that entity submitting a proposal, bid, or quote to Los Lunas Schools in response to the above referenced request.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

no employee or board member of Los Lunas Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any Los Lunas Schools employee, board member or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in the Offeror, please identify the Legislator: _____. List below the name(s) or any Los Lunas Schools employee, board member or close relative who now or within the preceding 24 months as per NMSA 13-1-191.1 (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of the Offeror’s stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

DEBARMENT/SUSPENSION STATUS

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. **The Offeror agrees to provide proof of registration on Sam.Gov** and provide immediate notice to Los Lunas Schools’ Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above **CONFLICT OF INTEREST** and **DEBARMENT/SUSPENSION** status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____ Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

APPENDIX H

1. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Close of Business" means 4:30 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"CMP" means Communications Multipurpose Cable Plenum

"CMR" means Communications Multipurpose Cable Riser

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

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

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"DF" means Distribution Facility

"Evaluation Committee" means a body appointed by the Chief Finance Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"FCCRN" means Federal Communications Commission Registration Number

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"IDF" means Intermediate Distribution Facility

"LIU" means Light Interface Unit

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

"MDF" means Main Distribution Frame

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

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

"Procuring agency of the District" means the department or other subdivision of Los Lunas School District that is requesting the procurement of services or items of tangible personal property.

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

"Purchasing" means the Los Lunas School District Purchasing Office or the School District Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for Los Lunas School District.

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

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

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

"School Board" means the elected board in whom all powers of the School District are vested and who are responsible for the proper and efficient administration of School District affairs.

"SPIN" means Service Provider Identification Number

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

2. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment/BQCwhgziBcwMYgK4DsDWszlQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otojlzYANkIDCSNNACEyPoTC4EbDtypyFCAmp5SAIW4AlAKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

-Code of Federal Regulations 2 C.F.R. Part 200, Appendix II

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?appendix=Appendix+II+to+Part+200>

3. SAM.GOV EXAMPLE

Entity Information	
LOS LUNAS SCHOOL DISTRICT ● Active Registration	
Unique Entity ID	CAGE/NCAGE
C3K9JREQYGJ4	4RWK0
Expiration Date	
Apr 13, 2027	
Physical Address	
119 Luna ST SE	
Los Lunas, New Mexico	
87031-6814, United States	
Mailing Address	
PO Drawer 1300	
Los Lunas, New Mexico	
87031-6814, United States	
Purpose of Registration	
Federal Assistance Awards Only	
Version	
Current Record ▼	