



WHERE KIDS ARE FIRST!

Las Cruces Public Schools

REQUEST FOR PROPOSAL (RFP) FOR:

Category Two (2) - Broadband Technology Infrastructure
Upgrade Project/E-rate

RFP NO: 17-18-04P

(Commodity Codes 83829, 96218, 91551, 91316, 83833, 92037)

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

March 13th, 2018 at 10:00 A.M.
Mountain Standard Time

Purchasing Department
505 S. Main Street, Suite 249
Las Cruces, NM 88001

Business Phone: 575-527-5844

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

PRE-PROPOSAL CONFERENCE MAY/SHALL BE HELD AS FOLLOWS:

DATE: N/A
505 S. Main Street, Suite 249
Las Cruces, NM 88001

Business Phone: 575-527-5844

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- Attachment B - Intent to Respond to this RFP
- Attachment C - STATE of NM W-9, *Mandatory*
- Attachment D - Campaign Disclosure Form, *Mandatory*
- Attachment E - Acknowledgement of Receipt of Amendments, *Mandatory*
- Attachment F - Conflict of Interest
- Exhibit 1 - Technology Equipment/Item Pricing List (TEIPL), *Mandatory*
- Attachment G - Related costs Breakdown pricing*

1.0. Introduction

A. Purpose: This RFP seeks the interest of qualified experts in the technology field to provide (1) turnkey technology infrastructure upgrade and installation to the existing District technology infrastructure. Turnkey installation and pricing shall be based on the provided LCPS Technology Equipment/Item Pricing List (TEIPL) developed by the Technology Support Services enclosed as Exhibit 1.

1. Information provided in this RFP shall assist qualified manufacturer, suppliers, and/or contractor to prepare and submit proposals for Local Area Network (LAN), Wireless Local Area Network (WLAN), and Wide Area Network (WAN) infrastructure, cabling to support the network electronics, licensing to manage the network electronics and support services for turnkey implementation. Prospective contractors must use Exhibit-1 and consider all cost necessary to perform installation of the components contained on the TEIPL. Those cost shall be identified on the last page of the TEIPL.

2. LCPS Director of Technology Support Services intends to use the results of this solicitation to complete a USAC E-RATE 471 form requesting Category Two funding for the equipment, licensing, cabling, and services for this project.

3. The District will lead this procurement process with advisement and assistance of its partner named as the Public School Facilities Authority (PSFA).

4. Prospective contractors submitting proposals must be qualified and experienced to provide high density, E-rate eligible broadband related equipment and/or services for District-wide schools and libraries application. Award(s) stemming from this RFP will also assist with leveraging federal E-rate funds at an anticipated average discount rate of approximately 80%. Execution of award is subject to FCC and USAC approval. In addition, award(s) shall meet or exceed Federal and State requirements for their participation to leverage funding assistance in order to execute project work to refresh, replacement and/or upgrade existing LCPS technology infrastructure.

B. Background: Senate Bill (SB) 159 was passed into law in March 2014 with an emergency clause due to the need for assistance with broadband in K-12 public schools, including charter schools, located throughout the State of New Mexico, especially in rural areas. The bill allows the Public School Capital Outlay Council (PSCOC) to expend up to \$10 million annually for the next five fiscal years (FY15 - FY19), to correct deficiencies in broadband infrastructure affecting public schools statewide.

1. This RFP is intended to cover E-rate Category Two (2) eligible components. E-rate available funding shall assist Las Cruces Public Schools with its-discounted share of Category Two (2) E-rate eligible purchases and LCPS will participate in

a state match program in accordance with the PSCOC's current district match formula. Ineligible E-rate component shall be identified in the specific column of the TEIPL.

2. Las Cruces Public Schools opted to participate in the BDCP program upgrades under the E-rate coordination of PED. Upon award, the LCPS Technology Director, in conjunction, with the PSFA assigned Project Manager for all E-rate eligible purchases stemming from this RFP, shall each pay prospective vendors directly for their state and local participation portion of the project cost. The PSFA may at their discretion and in coordination with the LCPS Technology director utilize their resources, including existing network assessment data from onsite visits to LCPS, to validate the E-rate eligible scope of equipment and services needed for this project.

3. This formal competitive proposal process is in accordance with (IAW) both E-rate and the NM Procurement Regulations and Laws, it *shall be used to select the most qualified contractor advantageous to the District in providing turnkey infrastructure upgrade and replacement equipment services to existing District technology networks and systems. The TIEPL, enclosed as Exhibit 1, shall be used to assign pricing, and delineate such pricing as E-rate eligible or E-rate ineligible. Exhibit 1 must contain all cost associate with a turnkey project.*

4. Please refer to the Federal Communications Commission's (FCC) for the most current E-rate Eligible Services List that provides guidance on the eligibility of products and services under the FCC's Schools and Libraries Program. Related URL: <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

5. This RFP is 100% vendor and model neutral. The Vendor selected for award will provide Project Management assistance pursuant to the requirements of the RFP.

Las Cruces Public School District has enrollment of 24,000 students, which equates to 14.6 percent of the student population of an approximate 350,000 students in the State of New Mexico K-12 public schools. Vendors must provide pricing based on the requirements set forth in this RFP.

1.2 SCOPE, STANDARD, & REQUIREMENTS

As stated in the introduction, this RFP and any resulting contract award(s) seek the interest of a qualified expert, firm, and /or company in the technology field to provide turnkey category 2 infrastructure upgrade and equipment replacement via professionally engineered design and installation services. The prospective vendor

shall provide proposal and pricing for the goods and services as specified within RFP. A reasonable pricing agreement shall be established contingent upon evaluation and award for sustainability, or as determined to be in the best interest of the district. LCPS may elect to contract directly with the vendor(s) for any of the goods, services, or any combination of goods and services as described within this RFP upon award by the LCPS Board of Education pursuant to this RFP.

1.2.1 AGREEMENT (S) & TERM (S):

Dependent upon the Final Evaluation Ranking of the prospective contractors, a Pricing Agreement may be established for a single award. By entering into a sustainable Price Agreement based on Exhibit 1, the contractor agrees to extend or make pricing available to other local public bodies, school districts, or state agencies funded projects.

Contractors' award eligibility and award of a Pricing Agreement, for **CAT2 School Broadband Connectivity / E-rate** equipment or services will be based on qualifications and lowest cost/cost effective, as determined from the evaluation criteria of this RFP.

It is intent of this RFP to award Category 2 - **School Broadband Connectivity / E-rate** Price Agreements for an initial term of one (1) year with options to extend the term an additional three (3) years, in one year increments for a maximum term of four (4) years. Agreements may be extended on a yearly basis contingent upon mutual agreement between the owner and the awarded contractor.

1.3 OFFEROR QUALIFICATIONS:

The minimum qualifications of an Offeror (s) as applicable for the services to be provided from this RFP process are generally described as follows:

Contractor shall have an established and proven ability to provide and ensure:

- All work shall be performed by qualified personnel *possessing the applicable education and experience, or having a current and valid professional certification/licensure.*
- All personnel shall have and maintain the necessary/required certifications and/or licenses specific to the services provided, IAW all applicable Industry requirements and standards, Federal, NM State, and local rules, regulations and laws,
- All services are provided under the supervision of experienced and qualified professionals.
- All reports shall bear technical certifications when appropriate.

- All personnel who visit a public school/district site for installation or services must have proof of passing Fingerprint and equivalent Background Check in accordance with State and local school regulations.
- Have a valid SLD Service Provider Identification Number [SPIN] and never have been suspended or debarred from the E-Rate program.
- Have a valid FCC Registration Number.
- Vendors of telecommunications services must be an eligible telecommunications provider (“common carriers”) as defined by the SLD.
- Have up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD.
- Be a manufacturer authorized provider of the proposed equipment. *(For example, if Cisco equipment is being recommended, provider might show evidence of being a Cisco network partner.)*
- Provide evidence of successful performance in the installation of the recommended brands of switches, routers, Internet servers, and similar equipment, within the K-12 marketplace during the last 3 years.
- Have on staff a MCSE + Internet Engineer for any Windows Server projects.
- Have Apple-certified staff for any Mac Server installation projects.
- Have staff certified for RCDD / Low Voltage for any cabling projects.
- Certified Drug Free Workplace.
- Have all engineers and installers bonded and liability insured.
- Furnish documentation of all certifications listed herein.
- Provide a reference list of 4 existing K-12 E-Rate customers and the nature of the products and services delivered.
- Provide documentation of prior experience successfully implementing comparably SLD-funded E-Rate projects.
- Suitably qualified engineers must be available to field supervise all installation work. *(For example, Vendors of Cisco equipment must provide a Cisco CCNP/CCIE. Cabling Vendors must provide an RCDD to field supervise the installation work on this project.)*
- Ability to provide clear and detailed (per site per service line item charges) electronic billing statements as well as paper statements.

2.0 RFP SUBMITTAL & PROCUREMENT ADMINISTRATION INFORMATION

2.1. Definition of Terminology

This section contains definitions of terms that may be used throughout this Request for Proposals (RFP), including appropriate abbreviations as follows:

“Agreement” is the contract between Owner and the Contractor that includes the RFP documents and all amendments to the contract and RFP documents.

"Award of Contract" shall mean a formal written notice by the Las Cruces Public Schools Purchasing Department that a firm(s) has been selected to enter into a contract for consulting services.

"Contract" means an agreement between a state agency or school district and an individual, company or firm for the work covered by this RFP.

"Contractor or Contractor" means successful Offeror (s) awarded the contract.

"Design Professional" is the entity defined in the "State of New Mexico Public School Facilities Authority General Conditions of the Agreement between the Owner and the Design Professional", 2010 Edition, Version 3.1, Part B, and providing services under that agreement for the project(s) as architect/engineer.

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

"Entity" means an organization (such as a business or governmental unit) that has an identity separate from those of its members.

"MACC" means the maximum allowable construction cost as defined by NMSA 1.5.18.7.C. General Government Administration.

"Offeror" is any person, corp., or partnership who chooses to submit a proposal in response to this RFP.

"Owner" is the District.

"Co-Owner" is an individual or group that shares ownership in an asset with another individual or group. I.E., PSFA.

"Primary Contractor" is the contractor whose proposal is determined to be the most responsive, responsible offer to perform work.

"Proposal" is the Offerors response to this RFP.

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

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

"Responsive Offer" or "Responsive Proposal" means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP.

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

"User" means the school district staff occupying the facility or facilities, for which a project(s) is being designed, repaired, renovated or corrected.

"User Contact" is the person designated by the Governing Authority to speak on behalf of the School District staff concerning the scope of work and programming requirements for the project(s).

The terms **"must," "shall," "will," "is required,"** or **"are required"** identify a necessary item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.

The terms **"can," "may," "should," "preferably,"** or **"prefers"** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors proposal. *Rejection of the proposal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.*

2.2 Procurement Manager

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below. All deliveries via express carrier should be addressed as follows as well:

Name:	Will A. Manning, CPPO/CPO
Agency Name:	Las Cruces Public Schools
Address:	505 South Main Street, Suite 249 Las Cruces, New Mexico 88001
Telephone:	(575) 527-5846
Fax Number:	(575) 527-6619
E-mail:	wmanning@lcps.net

2.3. Communications Regarding this Request for Proposals

All inquiries or requests regarding this procurement shall be submitted to the Procurement Manager in writing. Offeror (s) may contact ONLY the Procurement Manager regarding the procurement. Other school district employees do not have the authority to respond on behalf of Las Cruces Public Schools. Communication with Evaluation Committee members, or others regarding to this Request for Proposals is prohibited and may result in the rejection of any or all proposals.

2.4. Procurement Library

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or his/her designee and scheduling an

appointment or accessing documents available on line. As a service to the potential Offerors, the Procurement Manager will make copies of those documents that are not available on-line.

The library contains the information listed below:

Procurement Regulations, 1.4.1 NMAC

A copy may be obtained from the following website: www.state.nm.us/spd

- NMAC 6.27.30 Statewide Adequacy Standards
- NMAC Rules - Public School Capital Outlay Council
- Master Facility Plan
- Public School Capital Outlay Council Awards

Copies may be obtained from the following website: www.nmpsfa.org

2.5. Proposal Submittal

2.5.1. Due Date

Proposals must be received at the address listed below no later than **10:00 a.m. MST on March 13th, 2018**. Proposals received after the deadline for submission will not be accepted. No consideration will be given for delays in delivery of proposals.

2.5.2. Delivery Address for Proposals:

Proposals and any supporting material must be in a clearly marked sealed envelope addressed and delivered to the Procurement Manager at the address listed below prior to the deadline for submission. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "**RFP NO: 17-18-04P**".

ATTN: Will A. Manning, CPPO/CPO
For: **RFP #17-18-04P**
AGENCY NAME: Las Cruces Public Schools
Address: 505 South Main Street, Suite 249
City/State/Zip: Las Cruces, New Mexico 88001
Telephone: (575) 527-5846

The date and time of receipt will be recorded on each proposal. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

Proposals delivered via telephone, facsimile, or electronically (e.g. email) are not acceptable for this Request for Proposals.

ALL OFFEROR PROPOSALS MUST BE RECEIVED AT PURCHASING DEPARTMENT OFFICES FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER FOR DISTRIBUTION TO THE EVALUATION COMMITTEE NO LATER THAN THE DATE AND TIME STATED IN SECTION 2.5.1.

2.5.3. Preparation of Proposals

Proposals shall contain concise responses to satisfy the requirements of this Request for Proposals with an emphasis on completeness and clarity. Proposals shall follow the same sequence and outline as the Request for Proposals. Prepare proposals to respond to the items in Section 4.0 Response to this Request for Proposals. **Each paragraph or question including associated number shall be restated followed by the Offeror's response to that item.**

2.5.4. Number of Responses Allowed

There shall be only one response comprised of Planned Approach via Technical Proposal for Turnkey Installation of LCPS Technology Infrastructure with a detailed Cost Proposal contained in a separately marked envelope. Use of Exhibit 1 is mandatory for proving cost proposal. In additional, proposers shall provide their response in a separately marked envelop for the turnkey project. Proposal package shall be accompanied a jump/USB drive containing requested information. Reference paragraph 2.5.7 for additional information.

2.5.5. Proposal Signature

Your proposal shall include the complete mailing address of the Offeror and shall be signed by an authorized representative of the Offeror by original signature with the signer's name and legal title typed below the signature line. Each proposal shall include the Offeror's Federal Employer's Identification Number or Social Security Number as applicable.

2.5.6. Amendments

All Offeror(s) shall acknowledge receipt of any amendments to this Request for Proposals on **Attachment E**. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this Request for Proposals shall be issued by amendment via ELECTRONIC EMAIL RESPONSE.

Questions pertaining to the proposal and/or any provisions thereto shall be communicated via electronic email to the procurement manager at wmann@lcps.net no later than (NLT) February 27th, 2018 at 2:00 p.m. A consolidated response to all prospective vendor questions shall be provided

via electronic email *NLT 2:00 P.M., March 1th, 2018* for information and/or clarification prior to submission of proposal.

2.5.7. Proposal Format & Quantity of Proposals to Submit

All proposals must be typewritten or printed sheet faces of text and/or graphic material on standard 8 1/2" x 11" paper (larger paper, 11" x 17", is permissible for charts, spreadsheets, etc.) and placed in a three (3) binder with labels identifying each section.

Submit one (1) printed, signed, and dated original Proposal, clearly marked "Original". Two (2) separate USB Jump Drives. One (1) Jump Drive labeled Volume I Technical Proposal Response and Volume II - Cost Proposal. The required quantity of copies must be submitted to Procurement Manager and the location specified herein on or before the closing date and time for receipt for proposals for a proposal to be considered responsive to this RFP.

The number of pages for Proposal materials excluding mandatory pages such as the Letter of Transmittal, Table of Contents, and Attachments, shall not exceed thirty-five (35) (*pages shall be sequentially numbered*) excluding Attachments C through G stated in paragraph 2.6 below.

2.5.8. Proposal Organization

The proposal must be organized and indexed with elevated tabs for each section in the following format. Package, at a minimum, must contain all listed items in the sequence indicated:

Volume I
a. Letter of Transmittal
b. Table of Contents
c. Proposal Summary - Introduction (optional)
d. Experience
- Corporate
- Key Personnel/Resumes
e. Technical Approach
f. Management Approach
g. Project Performance
h. Other Value - Added Services
i. Attachments:
Certificate of Insurance - <i>Mandatory</i>
Completed Attachment C , State of NM W-9
Completed Attachment D , Campaign Disclosure Form - <i>Mandatory</i>
Per Attachment E , Acknowledge Amendments

Per Attachment F , Conflict of Interest

VOLUME II: Turnkey Pricing Proposal, Exhibit 1.
Exhibit 1 shall be submitted in a SEALED ENVELOPE clearly marked on the outside of the envelope as follows:
“Cost Proposal”
Name of Firm
NOTE: The Cost Proposal envelope may be inserted inside Volume 1 to insure that it is not misplaced.

2.5.9 Volume 1 - Transmittal Letter

Each proposal must be accompanied by a transmittal letter which must include the following information:

- a. Identify the submitting organization and NM CRS number.
- b. Identify name and title, telephone and fax numbers, and e-mail address of the person(s) authorized by the Offeror to contractually obligate the organization for the purpose of this proposal.
- c. Identify the name, title(s), telephone and fax number(s) and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification questions regarding this RFP.
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 2.8 of this Request for Proposals.
- f. Be signed by a person authorized to contractually obligate the organization.
- g. Acknowledge receipt of any and all amendments/addenda to this RFP.

2.5.10. General RFP Submittal Guidelines

- a. Non-conforming RFP submittals may be rejected. Please read all instructions carefully.
- b. Comply with requirements of Section 2.6
- c. Evidence of insurance *should* be included in the proposal in the form of a current Certificate of Insurance (see Article 2.7.27 Insurance Requirements)

2.5.11. Non-Conforming Proposal

Any proposal deemed **non-conforming** by the Procurement Manager in regard to format will be considered non-responsive. Offerors shall contact the

Procurement Manager to clarify any questions concerning format prior to submission.

2.6. *Attachments to the Request for Proposal Document*

The following additional documentation is incorporated by reference and is included as Attachment material to this Request for Proposals:

● Attachment A - Debarment Certification
● Attachment B - Intent to Respond to this RFP
● Attachment C - STATE of NM W-9, Mandatory
● Attachment D - Campaign Disclosure Form, Mandatory
● Attachment E - Acknowledgement of Receipt of Amendments, Mandatory
● Attachment F - Conflict of Interest Disclosure
● Attachment: Volume II - Cost Proposal >Exhibit 1 - TEIPL - Pricing Agreement Item Listing, Mandatory

2.7. *General Requirements*

This procurement will be conducted in accordance with the applicable provisions of CFR Title 47 Chapter I Subchapter B Part 54 Subpart F and the State of New Mexico Procurement Code. The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the projects will be completed.

2.7.1. **Acceptance of Conditions Governing the Procurement**

Offerors **shall** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section 2.10 of this RFP.

2.7.2. **Incurring Cost**

Any cost incurred by Offeror(s) interpretation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror(s). Any costs incurred by the Offeror for set up and oral presentation shall be borne solely by the Offeror.

2.7.3. **Prime Contractor Responsibility**

Any award of a price agreement that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the agreement with procuring agency. The procuring agency will make payments only to the prime contractor(s).

2.7.4. **Subcontractors**

Use of subcontractors **shall** be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

2.7.5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter. Agency personnel will not merge, collate or assemble proposal materials.

2.7.6. 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 Offerors 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.

2.7.7. Proposal Offer Firm

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

2.7.8. Disclosure of Proposal Contents

The proposal will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement 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 non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

2.7.9. No Obligation

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc. of any equipment, software, or services offered until a valid written price agreement is awarded and approved by appropriate authorities.

2.7.10 Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Chief Procurement Officer determines such action to be in the best interest of the Las Cruces Public Schools and/or the State of New Mexico.

2.7.11. Sufficient Appropriation

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

2.7.12. Legal Review

The Owner pursuant to the Code 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.

2.7.13. Governing Law

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

2.7.14. Basis for Proposal

Only information supplied by the Offeror, in writing, through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror Proposals.

2.7.15. Terms and Conditions

The successful Offeror and Owner shall abide by the terms and conditions per the State of NM Contract for Professional Services attached herein. Procuring Agency representative, per the NM Procurement Code, shall negotiate with a successful Offeror any other provisions in addition to those contained in this RFP prior to award of the Contract(s), and it is understood that the contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and shall become the Contract as a whole.

It is the intent of District to allow any other government entity in the State of NM to utilize Pricing Agreement stemming from the Contract(s) that will result of this RFP.

Should an Offeror object to any of the Owner's terms and conditions contained in this RFP or in sample Professional Services Agreement, **Attachment F**, the Offeror must propose specific alternative language. The proposed changes shall be reviewed by legal counsel for compliance with NM statutes and regulations. Upon the recommendation of legal counsel, District may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the District and will result in the disqualification of the Offeror's proposal.

2.7.16. Offeror's Terms and Conditions

Offerors must submit with their Proposal, a complete set of any additional terms and conditions, readily identifiable as such, that they want considered for legal review for inclusion in the contract by Legal Counsel and/or authorized school district official in the final Contract(s).

2.7.17. Agreement Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the District and the selected Offeror(s) and shall not be deemed an opportunity to amend the Offeror's proposal.

2.7.18. 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 § 13-1-83 and § 13-1-85 NMSA 1978.

2.7.19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory

requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

2.7.20 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.

2.7.21. Notice Regarding Bribes, Gratuities and Kickbacks

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

2.7.22. Agency Rights

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

2.7.23. Cost Adjustments

Pursuant to 13-1-161, NMSA 1978, Price Adjustments, the District hereby agrees to review a request by an Offeror awarded a contract to an adjustment in hourly rates at the end of a contract period, prior to the extension of the contract awarded for a consecutive year. Contractor(s) must provide detailed documentation and assessment as to the reasons for the request for an increase in price. Chief Procurement Officer will evaluate the request and write a determination to allow negotiations, or deny an adjustment to costs pertaining to consulting and observation services proposed and agreed upon in the agreement.

2.7.24. Right to Publish

Throughout the duration of this procurement process and Price Agreement term, potential Offerors and contractors must secure from the Chief Procurement Officer and/or designee written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent Price Agreement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the agreement.

2.7.25 Ownership of Proposals

All document submitted in response to the RFP shall be available to be picked up by the Offerors after the expiration of the protest period with the following exception. One complete copy of the selected Offeror's proposal including

the Best & Final Offer, if one was submitted, shall be placed in the procurement file. Those documents will become the property of the District and the State of NM.

2.7.26 Indemnification

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico 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 Chief Procurement Officer and/or legal counsel of the Agency by certified mail.

2.7.27 Insurance Requirements

Prior to any work/services to be performed for any project under this agreement, the Contractor shall submit Contractor's proof of insurance via Certificate of Insurance with its proposal.

The Contractor will, at its sole expense, secure and maintain and will file with the Owner, proper and acceptable evidence of the following described insurance, which coverage shall (1) be secured with an insurance company acceptable to the Owner, (2) be issued as a primary policy not contributing with and not in excess of any primary and/or excess coverages carried by the Owner and (3) contain loss payable clauses satisfactory to the Owner for applicable coverages.

Such coverage shall be provided without interruption or lapse of any kind regardless of the reason for the same. Contractor shall ensure that the policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Owner shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or Contractor gives written notice to the Owner, whichever period is longer.

- i. **Worker's Compensation Insurance and Employer's Liability Insurance.** Worker's compensation insurance and employer's liability insurance in compliance with the laws of all applicable jurisdictions and any other coverages that may apply where the work is performed covering all employees engaged in the performance of the Work associated in this Agreement and any project hereunder, including coverage for Employer's Liability for:
 - a. Bodily Injury by Accident - \$500,000 each accident
 - b. Bodily Injury by Disease - \$500,000 each employee
 - c. Bodily Injury by Disease - \$500,000 policy limit

- ii. **Commercial Liability Insurance.** with minimum limits as follows:
 - a. Each Occurrence Limit - \$1,000,000 combined single limit for bodily injury and property damage liability.
 - b. Med Expense (Any one person) - \$10,000.
 - c. Personal and advertising injury limit - \$1,000,000.
 - d. Products-Completed Operations Aggregate Limit - \$2,000,000
 - e. General Aggregate Limit (other than Products-Completed Operations) - \$2,000,000. This policy shall be endorsed to have the General Aggregate limit apply on a "per project basis".

- iii. **Automobile Liability Insurance.** Automobile liability insurance covering any auto (owned, non-owned and hired vehicles) with limits of not less than \$1,000,000 (each occurrence), for bodily injury (per person) not less than \$1,000,000, bodily injury (per accident) not less than \$1,000,000, and property damage liability resulting from any one accident not less than \$1,000,000.

- iv. **Excess/Umbrella Liability Insurance.** Excess/Umbrella insurance in an amount not less than \$3,000,000 combined single limit for any one occurrence, and \$3,000,000 aggregate. This policy is to provide no less that the same coverage described in Paragraphs i, ii, and iii above, and is to be in excess of required primary limits of liability.

- v. **Pollution Insurance** (*this policy shall be applicable only to services/work involving hazardous materials*). Pollution insurance in an amount not less than \$2,000,000 combined single limit for any one occurrence, and \$5,000,000 annual aggregate. The policy shall include endorsements for abatement of all hazardous materials including, but not limited to, asbestos and lead containing materials.

- vi. **Professional Liability Insurance.** Professional liability insurance in an amount not less than \$1,000,000 per claim with a \$2,000,000

annual aggregate. Insurance will be maintained in force for a period of three (3) years after substantial completion of the project.

- vii. All liability insurance shall insure performance by the Subcontractor of the indemnification provisions under Article 20 of the Agreement.
- viii. The minimum policy limits required in this Article are exclusive of costs of defense. The Contractor's obligation to procure and maintain the insurance required in this Article 2.7.27, subparagraphs i-viii above is not in derogation of, nor in substitution for Contractor's obligation to protect, defend, indemnify and save the parties and Owners harmless under those provisions or under Article 2.7.26, it being understood that Contractor's obligation to protect, defend, indemnify and save the parties and Owners harmless are not dependent upon nor limited to the amount or availability of insurance proceeds.
- ix. **Additional Insured.** The Owner shall be listed as additional insured on the Contractor's policies for all liability insurance, except worker compensation and professional liability, required under the terms of this Agreement, and such liability insurance policies, including all primary policies and any excess/umbrella policies shall be primary to any primary and/or excess/umbrella liability insurance carried by the Owner.
- x. **Waiver of Subrogation.** All policies shall be endorsed to provide that underwriters and insurance companies of the Contractor shall not have any rights to subrogate against the Owner or the State of New Mexico.
- xi. **Certificates and Policies.** The Subcontractor shall furnish certificates of insurance evidencing compliance with the foregoing requirements, including the per project general aggregate, as a condition of initial prequalification as well as a condition of continued prequalification for the Contract period. Each Certificate will provide that:

"All coverage provided by this certificate is primary and non-contributory."

Premiums Responsibility. All policies shall be endorsed to provide that there will be no recourse against the Owner for payment of the Contractor's premiums.

2.7.33 Assignment.

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without prior written consent of the Owner.

2.7.31.1 Mergers, Dissolution, Successors, and Assigns.

The Contractor agrees that during the term hereof it will maintain its existing business structure, the terms and provisions hereof shall be extended to, be binding upon, and inure to the benefit of the successor and assigns of the respective parties hereto, the business structure will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure, as the case may be: assumes, is capable of, and agrees in writing to perform all of the obligations of the Contractor hereunder;

- 2.7.34.1 qualifies to do business in the State of New Mexico;
- 2.7.34.2 has the written approval of the Owner for such change in business structure;
- 2.7.34.3 unless the Project Contractor remains same; and, if not
- 2.7.34.4 prior written approval is obtained from the Owner naming the new Project Contractor.

2.7.35 Release

The Contractor, upon final payment of the amounts due under this Contract, releases the Owner, the State of New Mexico and their officers and employees from any liabilities and obligations arising from or under this Contract, including, but not limited to, all damages, losses, costs, liability, expenses, attorney's fees and costs of litigation that the Contractor may incur.

2.7.36 Contract Award - Execution and Dissemination of Information:

- 2.7.36.1 Staff Role - The successful Offeror(s) will assign qualified staff, as it deems necessary for the project(s)
- 2.7.36.2 Existing Information - Copies of any project-related information in the possession of the Owner will be available to the Contractor to assist in preparing a proposal for a particular project.
- 2.7.36.3 Electronic Data - The Owner requires that all documents, photos, drawings and specifications are prepared using computer technology. Electronic drawing files should be provided to the Owner in AutoCAD, photos in JPEG/Adobe and all documents in Microsoft Word, Excel, Access or MS Project, or in PDF.
- 2.7.36.4 Invoices, proposals, daily reports, inspection reports and similar documentation created by the Contractor to execute the

contract may also be uploaded into the Owners project management system in PDF format.

2.8. REQUEST FOR PROPOSAL SCHEDULE:

The following schedule has been established for this Request for Proposals. The Procurement Manager will make every effort to adhere to the following schedule however, note that this schedule may be subject to change. The paragraphs that follow provide a brief description of the activities shown on the schedule.

	Action	Responsibility	Date
1.	Issue RFP	Las Cruces Public Schools	02/13/2018
2.	Pre-Proposal Conference RSVP	Vendor	n/a
3.	Pre-Proposal Conference (Optional)	Las Cruces Public Schools	n/a
4.	Intent to Respond to RFP	Vendor	02/27/2018 NLT 2:00 P.M.
5.	Deadline to Submit Written Questions	Vendor	02/27/2018 NLT 2:00 P.M.
6.	Response to Written Questions/RFP Amendments	Las Cruces Public Schools	03/01/2018 NLT 2:00 P.M.
7.	Submission of Proposal	Vendor	03/13/18 @10.00 A.M.
8.	Proposal Screened & Distribution to Committee	Procurement Manager	03/13/2018
9.	Selection of Finalists	Evaluation Committee	03/13/2018
10.	Interviews with Finalists, if held	Evaluation Committee	TBD
11.	Final Evaluation Review/Recommendation of Award	Evaluation Committee/Procurement Manager	03/13/2018
12.	Contract Negotiations	Evaluation Committee/Procurement Manager	TBD
	Protest of Award Deadline		15 days post award
	-		

2.8.1. Issue RFP

This RFP is being issued by the Las Cruces Public Schools in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. Additional copies of the RFP can be obtained from the Purchasing Department via website at: <http://lcps.k12.nm.us/departments/finance/purchasing/bidsrpf/>.

2.8.2. Pre-Proposal Conference (OPTIONAL)

A Pre-proposal Conference may be held on the day and time shown on the table above at the address shown below. Contact the Procurement Manager for directions.

Not Applicable

Phone: _____

The purpose of the Pre-proposal Conference will be to review the requirements of this RFP and answer questions from potential Offeror(s) in attendance. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section 2.3 and 2.4) if at all possible. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. A public log will be kept of the names of potential Offerors that attend the pre-proposal conference.

Attendance by potential Offeror(s) representatives at the Pre-proposal Conference is not a prerequisite for submission of a response to this RFP, however due to the nature of discussions at the conference, attendance is highly recommended.

2.8.3. Intent to Respond to RFP Form (Attachment B)

Potential Offerors must return the “Intent to Respond to RFP Form” that accompanies this document (**enclosed as ATTACHMENT B**), in order to have their organization placed on the procurement distribution list. This form shall be signed by an authorized representative of the organization, dated, and returned by close of business on the date shown on the table above to the Procurement Manager. Form may Only be received by electronic email on the February 27th, 2018 by 2:00 p.m. MST.

The Procurement Distribution List will be used for the distribution of written responses to the 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.

2.8.4. Deadline to Submit Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date shown on the table above. All written questions must be addressed to the Procurement Manager (See Section 2.3 and 2.4) on the date indicated in the RFP schedule.

Failure to notify the Procurement Manager of any conflicts or ambiguities in this Request for Proposals may result in items being resolved in the best interests of the School District.

2.8.5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date and time shown on the table above to all potential Offerors whose

organization name appears on the procurement Distribution List. An "Intent to Respond to the RFP" Form will accompany the RFP documents. This form shall be signed by the Offeror's representative, dated, returned by the date indicated herein. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. If this form is not returned at the appointed date and time, you may not receive answers to questions, amendments, or any other information that may be critical to your response. The School District will not be held responsible for any Offeror proposal that has been determined non-responsive due to not receiving any of the aforementioned documents in a timely manner.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after the answers and/or amendments were issued.

Any modifications to this Request for Proposals shall be made by the Procurement Manager via written addendum with copies sent to all firms that returned the "Intent to Respond to RFP Form". Only written communications shall be binding.

2.8.6. Submission of Proposals

Your proposal shall be delivered at the date and time stated in 2.9, the RFP Schedule, to the location stated herein. Your proposal may be hand-delivered, delivered by a common carrier such as UPS or FedEx, or the USPS. Faxed or e-mailed proposals will not be accepted. Regardless of the method you choose to deliver your proposal, late proposals will not be accepted under any circumstances. It is the Offeror's responsibility to ensure that the proposal is delivered to the correct location at the appointed time. Your Proposal shall be sealed in an envelope or box and shall be clearly identifiable on the outside of the envelope or box as to its contents.

Mark the outside of the envelope or box as follows:

"RFP No: 17-18-04P DUE DATE: MARCH 13TH, 2018 @ 10:00 A.M"

Deliver Proposal to:

Attn: Purchasing Department
c/o: Will A. Manning, CPPO/CPO
Agency Name: Las Cruces Public Schools
Address: 505 South Main Street, Suite 249
City/State/Zip: Las Cruces, New Mexico 88001
Telephone: (575) 527-5844/5846

2.8.7. Proposals Distributed to Committee

The Procurement Manager will open each proposal package and note that all Mandatory requirements for submittal have been met. The Cost Proposal shall be

separated from the Technical Proposal and locked away for evaluation after the Technical Proposals have been scored and ranked.

It is noted here that after the Committee has evaluated the Technical Proposals on an individual basis, they will re-convene and the Procurement Manager will combine and average the scores to determine the rank of the Technical Proposals. The Cost Proposals will then be opened and evaluated, scored, and ranked. The rank of the Technical Proposal will be added to the rank of the Cost Proposal to determine the short list of Offerors to be interviewed. The District reserves the right to hold interviews, or not, depending on the outcome of the Technical and Cost Proposal evaluations.

2.8.8. Selection of Finalists

Preference will be given to New Mexico based Vendors for economic growth purposes within the State of New Mexico.

The evaluation of proposals will be performed by an evaluation committee appointed by the Chief Procurement Officer. The evaluation process will take place at the date and time shown on the table above. During that time, the Procurement Manager may, at her option, initiate discussions with Offeror(s) who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Offerors will be notified of the status of the Selection of Finalists “unofficially” by e-mail with a return receipt, and by certified mail. If you are not selected as a finalist, you will also be notified “unofficially” by e-mail with a return receipt and by certified mail. The e-mail notification and letter shall serve as notice to stand down from the procurement process.

2.8.9. Interviews with Finalists, If Held

The District *may* conduct interviews if the evaluation committee determines it is in the best interests of the School District to do so. Finalists will be notified by e-mail with return receipt and in writing, if a pre-interview meeting will be held for the purpose of distributing questions, rules and schedules for interviews.

The Procurement Manager will schedule the time for each Offeror’s presentation. The place and time of interviews will be determined by the number of Offerors on the short list. Presentations shall be held at the location specified in the Finalist Notification Letter.

reserves the right to award a single contract or multiple contracts based on an Offeror’s qualifications and overall proposal for the region Offeror is proposing to cover. The District may conduct interviews with Offerors where more than one

proposal has been submitted in a region if deemed necessary by the evaluation committee.

2.8.10. Best and Final Offers

RESERVED - NOT APPLICABLE TO THIS SOLICITATION

2.8.11. Recommendation for Award

The recommendation for award(s) will be finalized with the most advantageous Offeror(s) by the date and time shown on the table above. This date is tentative. In the event that mutually agreeable terms cannot be reached within the time specified, The District reserves the right to finalize an agreement with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points.

The District reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposals; and unless otherwise specified, to accept any item in a proposal.

2.8.12. Contract Negotiations

Upon approval of award by the District, the Procurement Manager and Evaluation Committee may negotiate the final contract(s). If the District and the Offeror cannot reach an agreement on the contract terms and conditions, the District may terminate negotiations with the first ranked Offeror and then go to the second ranked Offeror and negotiate a contract. If the second ranked Offeror for the region cannot reach an agreement, the District reserves the right to cancel the procurement re-advertise the solicitation.

2.8.13. Protest Period Begins

Any protest by an Offeror must be timely and in conformance with § 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the knowledge of the occurrence that is being protested. The protest period for the award shall begin on the day after notification of award and will end at the close of business fifteen (15) days after award. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the contractor. The protest must be delivered to the Chief Procurement Officer at the address shown below. Protests received after the deadline will not be accepted.

Purchasing Department

ATTN: Will A. Manning, CPPO/CPO
Las Cruces Public Schools
505 South Main Street, Suite 249
Las Cruces, NM 88001

All Offerors will be notified by mail of the protest. Chief Procurement Officer shall stop the procurement process until a determination is made whether or not the protest has merit. The final determination shall be sent to the all parties by certified mail. If the firm that entered the protest does not agree with Chief Procurement Officer's determination, pursuant to 13-1- 175, the protestant has the right to seek judicial review.

2.9 Evaluation of Proposal Point Values

The purpose of the evaluation of proposals is to assess the relative merits of the proposals submitted and to make an award to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the District. In order to assure critical elements of the Request for Proposals are satisfied and to have consistency in evaluation of responses the Evaluation Committee has established criteria to be used for evaluation as follows. There is a possible total of 100 points in the scoring system.

2.9.1. Experience (25 points total)

Corporate (10 points)

The Evaluation Committee will evaluate the information provided by each Offeror that documents overall qualifications, experience, background, capacity, and number of years of experience regarding the type of services required for the Offeror, team, and/or joint venture.

Key Personnel (15 points)

The Evaluation Committee will evaluate the information provided by each Offeror that documents qualifications, background, experience, and availability to perform all aspects of the work for key personnel proposed for the type of services required.

2.9.2. Technical Approach (15 points)

The Evaluation Committee will assess each Offeror's detailed description of the services to be provided and how they will be provided, including major tasks and subtask description any proposed team(s), roles of each member of the team, and how the team is organized and managed including any proposed subcontractor(s) to perform the work.

2.9.3. Management Approach (10 points)

The Evaluation Committee will consider each Offeror's approach to managing multiple projects and/or geographical area(s) including proximity to and familiarity with defined geographical area(s) in which projects may be located; staff levels,

qualifications, and location and percentage of time available for Las Cruces Public Schools project.

2.9.4 Project Performance/References (10 points)

The Evaluation Committee will review details submitted by each Offeror on projects performed within the past five (5) years as well as any current projects or contracts with government agencies and private industry with respect to such factors as relevance to the type of services required by this Request for Proposals, control of costs, quality of work, and ability to meet schedules. Provide the name of the firm/agency, address, telephone number and a contact person for the three (3) top projects listed.

2.9.5. Other Value Added Services (5 points)

Offerors are encouraged to thoroughly describe any other consulting or value-added services they feel may contribute to the success of a project. These should be identified and listed separate from the response to the Technical Approach.

2.9.6. Cost Proposal (35 Points)

Areas to be evaluated include the completeness and reasonableness of the Offeror's proposed cost structure. Each Offeror shall provide a breakdown of costs to perform the work submitted in a sealed envelope that is identified with the Offeror's name and 'COST PROPOSAL' for the Evaluation Committee to review. Costs proposed should be in direct relationship to the services offered in relation to the Technical Approach and Other Value Added Services. The following formula will be used to determine points for the Offeror's Cost Proposal:

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

The Lowest Responsive Offeror's Cost will be divided by other Offeror's cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

2.9.7. Interview/Oral Presentation (Tie-Breaker 10 Points) - TBD

If the Evaluation Committee determines that there are sufficient responsive, responsible Offerors submitted for a geographical area, notice may be given to those Offerors to attend a pre-interview meeting and participate in the Interview Process. Total points, based on a total of 5 or 10 questions for the interview, will be a possible 10 points. Questions will be distributed via email to selected interviewees which shall indicate their scheduled interview meeting, date, time and place to be determined upon notification of short-listed finalists.

Total possible points, including interviews if held, shall be 110 Points.

2.10. Evaluation Process

2.10.1. Notice of Non-Responsiveness

For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination.

2.10.2. Proposal Evaluation and Methodology

The Procurement Manager has chosen the horizontal evaluation methodology for the procurement. This method eliminates biases and to arrive at sound collective decisions when the Committee convenes to discuss the proposals.

2.10.2.1. Technical Proposal - Volume I:

Each Offeror’s proposal is scored individually by each Committee Member prior to the Evaluation Committee meeting date stated in the Procurement Schedule. At the scheduled Committee meeting, the Procurement Manager will begin with the first proposal on the list, and ask each Committee member their score for the first Factor/Sub-factor listed in 2.9 of the RFP “Experience/Corporate”. Scores are recorded by the Procurement Manager on a Master Score Sheet.

Then the second proposal is evaluated for the first factor/sub-factor, Experience/Corporate, following the same process through all of the scoring criteria.

2.10.2.2. Price Proposal - Volume II-Exhibit 1 TEIPL.

Once the Technical Proposal scoring is complete, the Procurement Manager will open the Price Proposal, Volume II, for review by the Committee. The Committee may apply the hourly rates and markup for any reimbursable expenses to a “phantom project” to determine the allocation of points. The Offeror that has the best overall pricing structure shall receive the full 35 points allocated for price.

Costs proposed should reflect the services offered in relation to the Technical Approach and Other Value Added Services. The following formula will be used to determine points for the Offeror’s Cost Proposal:

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

If fewer than three proposals are received, the Selection Committee may recommend an award based on the proposals received or reissue the RFP.

2.10.3. Shortlist

A maximum total of 100 points are possible in scoring each proposal for determining the shortlist of firms for further evaluation. The Evaluation Committee will evaluate the proposals and if it is determined that Offerors will be interviewed, Chief Procurement Officer will notify the Shortlist Finalists as to the date, time, and place that interviews will be conducted. Offerors that do not make the Shortlist will also be notified.

The Offeror(s) with the highest rank will be awarded a Primary contract for the region(s) proposed. The combined ranking (lowest numerical score) from shortlist and interview shall be awarded the selection for the geographical area(s) defined in their proposal(s).

2.10.4. Finalists/Interviews

If the Evaluation Committee determines that there are sufficient responsive, responsible Offerors submitted for a geographical area or combination of areas, notice may be given to those Offerors to attend a pre-interview meeting and participate in the interview process. A maximum total of 100 points are possible in scoring finalists in the interview process.

2.10.5. Point Calculations

All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.

2.10.6. Final Rankings

All committee rankings are public record and will be available for public inspection at Purchasing Department offices after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

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

A tie for first, at the end of the final rankings after the completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only

ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee.

2.10.7. Notice of Award

The Procurement Manager shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.

NOTE: Pursuant to 13-1-161, NMSA 1978, Price Adjustments, the District hereby agrees to review a request by an Offeror awarded a contract to an adjustment in hourly rates and/or reimbursable expenses at the end of a contract period, prior to the extension of the contract awarded for a consecutive year. Contractor(s) must provide detailed documentation and assessment of the reasons for the request of an increase in price and/or markup of certain reimbursable expenses. Chief Procurement Officer will evaluate the request and write a determination to allow negotiations, or deny an adjustment to costs pertaining to consulting and observation services proposed and agreed upon in the agreement.

3.0 SYSTEMS

3.1. Communication Facilitation.

3.4.10. Cost Adjustment through Life of Contract

Pursuant to 13-1-161, NMSA 1978, Price Adjustments, the District hereby agrees to review a request by an Offeror awarded a contract to an adjustment in hourly rates and/or reimbursable expenses at the end of a contract period, prior to the extension of the contract awarded for a consecutive year. Contractor(s) must provide detailed documentation and assessment as to the reasons for the request for an increase in price and/or reimbursable expenses. Chief Procurement Officer will evaluate the request and write a determination to allow negotiations, or deny an adjustment to costs pertaining to consulting and observation services proposed and agreed upon in the agreement.

4.0 PROPOSAL PREPARATION GUIDELINES

In order to provide the information needed to determine if an Offeror meets the qualification Standard for the District, and the OFFEROR QUALIFICATIONS in Article 1.3 of this RFP, the Offeror must address a number of key evaluation criteria areas as follows.

VOLUME 1 - TECHNICAL (see 2.5.9 Proposal Organization, P. 13 of RFP 17-18-04P)

Tab 1 (a.) Letter of Transmittal

Transmittal Letter (2.5.10, P. 13 of RFP 17-18-04P)

a. **Firm Name:** _____
Mailing Address: _____
Physical Address: _____
 NM CRS No. _____
 (if available. If not, please submit the State of NM W-9 with your proposal)

b. **Name(s), Title(s), Phone Number(s), and e-mail address(es) of the person(s) authorized by the Offeror to contractually obligate the organization for the purpose of this proposal:**

Name	Title	Phone	Email
------	-------	-------	-------

c. **Name, Title, Phone Numbers, and e-mail address of the person(s) authorized to negotiate the contract on behalf of the organization:**

Name	Title	Phone	Email
------	-------	-------	-------

d. **Name, Title, Phone Numbers, and e-mail address of the person(s) to contact for clarifications of the organization's RFP response:**

Name	Title	Phone	Email
------	-------	-------	-------

e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 2.8 of this Request for Proposals

f. Transmittal letter must be signed by a person authorized to contractually obligate the organization

g. Acknowledge receipt of any and all amendments, Form G, in this RFP

h. Contain a statement indicating a commitment to comply with Section 74-9-19, NMSA 1978, of the NM Solid Waste Act. Recycled materials will be investigated and incorporated where applicable, into the design construction documents and specifications to encourage the use of the recycled materials in construction.

TAB 2 (b.) TABLE OF CONTENTS

Provide a summary of the tabs included in your proposal.

TAB 3 (c.) Proposal Summary

Introduction letter or information (Optional)

TAB 4 (d.) Experience:

Provide information regarding the background and experience of the Offeror's ability to produce the required outcome of this Request for Proposals. Describe key personnel's experience on similar and on previous projects. Acceptable responses to this section of the RFP will provide detailed information in the following areas:

Corporate (10 Points)

Provide information that documents the overall background and experience of the Offeror as it relates to the Scope and the Offeror's ability to perform the required services of the program.

Corporate Background:

Submittal is for:

- Parent Company
- Subsidiary
- Division
- Branch Office

List any Division or Branch Offices that will participate materially in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided.

Name of Office: _____

Address: _____

Name and Address of Parent Company (if applicable):

Name: _____

Address: _____

Former Name(s) of Firm (if applicable):

Name: _____

Address: _____

Tax Identification Number: _____

Type of Firm:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Year Firm Established: _____

Years under Present Name: How many years has the Offeror been in business under its present business name? _____ Years

Years in Profession: How many years has the Offeror been providing the _____ Years.

Independence from business entities: Describe the nature of the Offeror's business with respect to these types of companies including if the Offeror provides services or if it has an exclusive relationship with any particular company. Describe the Offeror's approach to maintain third-party neutrality while working with the _____.

State Qualification: Identify all states in which the Offeror is legally qualified to do business.

Lawsuit Involvement: Describe the particulars if the Offeror is currently in litigation or under suspension or debarment.

OSHA-Type Proceedings: Has the Offeror been involved in any lawsuits, administrative proceedings or hearings initiated by the Occupational Safety and Health Administration or a similar state or federal agency during the past five (5) years regarding the safety of one of your firm's projects?
_____ Yes _____ No. If yes, identify the nature of the claim and the ultimate resolution of the proceeding.

Key Personnel / Resumes (15 Points)

Describe key personnel's name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past experience on similar projects., number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project and project cost shall be included.

Provide resumes for personnel proposed in a clearly marked appendix to the Offeror's response to this RFP.

Provide information on any accreditations, certification, and licensure by any industry organizations the Offeror has. Include a brief discussion on the relevance or importance to the assertion pertaining of any accreditations described.

TAB 5 (e.) *Technical Approach*

Provide information on the company's capability, experience, and expertise in site inspection, design engineering, materials inspection & testing, and installation oversight. Acceptable responses to this section of the RFP will provide detailed information.

Describe in detail the services the Offeror will provide and how they will be provided, including major tasks and subtasks.

TAB 6 (f.) *Management Approach*

Provide detailed information on the Offeror's approach to managing projects, including managing multiple projects simultaneously in geographical areas identified in this RFP. Provide information that documents the tasks and subtasks that will be performed. Identify core personnel, teams, etc. that will perform the work. Describe the Offeror's philosophy, process, and approach to assigning personnel to manage multiple projects. The Offeror's organization, including any subcontractors and qualifications of personnel are required. Management, coordination, and use of subcontractors must be described.

Elements to be included for an acceptable response to this RFP shall include each of the following in the order listed.

Management and Staffing

Describe the organization and proposed personnel for performing projects for the Agency including information on the personnel to be assigned to Agency's projects and their responsibilities. Services to be provided by the Offeror as well as any proposed subcontractor services shall also be included along with the Offeror's approach to selection and management of subcontractors.

TAB 7 (g.) *Project Performance*

Provide documentation and information on the Offeror's past performance on related projects for government and private sector contracts. Project information provided should illustrate the elements described in the previous sections on technical and management approach. Describe project

costs, quality control, scope of work and ability to meet schedules. References must be provided for projects listed. The following elements must be included for an acceptable response to the RFP.

Provide a brief summary of project histories to highlight the Offeror’s strengths and the relevance of its past work to potential District project(s).

Project Summary

List all relevant projects performed by the Offeror or its personnel within the past five years. These projects should be only those where the work was directly conducted by the Offeror. If the Offeror believes it is relevant to list projects performed under contract to another firm, it should clearly identify the firm with overall responsibility for that project and the project’s relevance to this RFP response.

Provide the following breakout.

Project Name	Facility Type	City & State	Project Size (Dollars) If known	No. of Network Connections Installed If known	Year Completed

Project References

Provide detailed information on three (3) relevant projects the Offeror has performed that can be used for references. Expand on the information provided in the previous section to give details on individual projects. Furnish this material in a clearly marked appendix to the Offeror’s response to this RFP. The following information on each project shall be included as a minimum:

- a) *Project Identification:* Owner name, city/state, facility type
- b) *Contact Information:* Names and contact information of owner(s) representatives who can serve as references
- c) *Project Type:* Equipment or service by group
- d) *Project Size:* For example, how many Access Points?
- e) *Project Dollar Amount:* Total contract amount for Offeror and the total project capital expenditure amount
- f) *Project Dates:* Starting and ending dates

- g) **Project Personnel:** A list of the name(s) of individuals involved in the project, their role(s) and if these personnel will be assigned to the District project.
- h) **Project Schedule:** Indicate if project was completed on schedule and an explanation if not
- i) **Additional Comments:** Comments by the Offeror on any special features, services, conditions, creative approaches, special needs of customer, etc. that it believes may be relevant to the current scope or District project.

TAB 8 (h.) OTHER VALUE ADDED SERVICES

Offerors are encouraged to provide additional information regarding their services and/or knowledge of the industry that will ensure the success of a project. This could include a brief description of how the Offeror's approach to Observation Services is the best value for the investment.

VOLUME II - EXHIBIT 1: TEIPL PRICING PROPOSAL AND ASSOCIATED COST FOR TURNKEY INSTALLATION

Categories of Products and Services

Provide a breakdown of costs to perform the work. Costs proposed should be in direct relationship to the services offered in relation to the Technical Approach and Other Value Added Services. Pricing and cost data shall be provided as described below. By submitting a proposal, the Offeror certifies that its pricing was developed independently and without collusion, communication, consultation, or agreement related to pricing in any manner with other vendors, competitors or public employees.

The Cost Proposal shall be sealed in an envelope that is identified with the Offeror's name marked "COST PROPOSAL" and must be submitted with the Offeror's proposal. Offerors shall use the EXHIBIT 1 TEIPL to provide pricing. The TEIPL shall include a turnkey cost for required disciplines, hourly rates, overtime, travel, per diem, and reimbursable expenses, for all disciplines that correlate with services requested. Profit and overhead shall be incorporated into the hourly rates. Vendor shall use **attachment G** to breakdown the cost by various fees, unit rates, and/or mileage, etc.

Each Offeror shall clearly indicate (mark by page, etc.) if elements of this section are requested to be treated as proprietary. The responsible District official will make the final decision if this is to be treated as proprietary. Section 2.8.8 contains additional information.

NOTE: District reserves the right, per 13-1-115 NMSA 1978 to ask the Offeror for "best and final" proposal to include modifications to Volume I and Volume II submittals.

Per Diem

This represents the maximum allowable per day rate paid to the Contractors who have to stay overnight or weekly while working on a project. Offerors shall be paid Per Diem per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978, and the New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. *(Applicable only if the total mileage to the project site exceeds 85 Driving Miles from the Mobilization Base, and if the contractor's staff stays overnight. - Reference Attachment G for additional clarification.)*

Mileage Rate

This represents the per mile rate paid to the Contractor when a company/individual owned vehicle is used for transportation to the project site from the Contractor's home office, outside a 85 driving mile from the project. Offerors shall be paid mileage per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978 and the New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. *(Applicable only if the total mileage to the project site exceeds 85 Driving Miles from the Mobilization Base. - Reference Attachment G for additional clarification)*

Transportation - Air Fare and Vehicle Rental

The Offeror may, at their own discretion, choose to markup air fare and vehicle rental fees when approved, as applicable. This represents the cost for providing public transportation and/or vehicle rentals, if approved, to travel to and from a project site. Offerors are to indicate the percentage of mark-up/overhead/processing costs to be added to the actual expense incurred by the Offeror to provide this type of transportation. Example: Airfare was two hundred dollars (\$200.00), the Offeror invoices the Owner two hundred twenty dollars (\$220.00), and therefore the percentage of mark-up/overhead/processing costs would be ten percent (10%).

Reimbursable Expenses

This represents the cost of expenses other than Travel, Per Diem, Transportation, or Mileage. Those items such as supplies, materials, or services shall be identified separately. Offerors are to indicate the percentage of mark-up/overhead/processing costs to be added to the actual expense incurred by the Offeror.

Travel, Per Diem, Transportation, Mileage, Reimbursable Items, Overtime

Travel, Per Diem, Transportation, Mileage, and any Reimbursable Expenses shall be identified separately from hourly rates. Any costs associated with travel, per diem, gross receipts taxes, reimbursable items, and the like will appear as separate line items on the Offeror's proposal and on quotes/proposals for projects.

Limitation for Mileage, Overtime

In preparing a proposal for a project, mileage and per diem may be added if the location of the project is more than 85 driving miles (for Per Diem), and 85 driving mile (for Mileage) from the mobilization base of the staff assigned to a project - *Reference Attachment G for*

additional clarification and requirements. If overtime is required to meet the project's timelines, the additional costs must be clearly identified and must be approved by the Owners as applicable.

Separate Line Items to be shown

If required due to unforeseen circumstances, and if approved by the District Representative, other travel, air fare, car rental, per diem and reimbursable charges shall be identified separately from hourly and overtime rates on invoices. Offerors are encouraged to demonstrate cost savings, identify reimbursable items, and any other costs that are not covered in the detailed Evaluation Criteria. Use Exhibit 1: **LCPS Technology Equipment/Item Pricing List (TEIPL) to identify listed pricing items and other related services for LCPS infrastructure upgrade.**



DATE: _____

Subject: Certification

As a potential vendor/contractor awardee to the Las Cruces Public School District, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. **Please return the completed form with your solicitation submittal.**

DEBARMENT:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" required that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify that my company listed below, and it's principals have not been debarred, suspended, proposed for debarment, declared ineligible are not in the process of being debarred, or are voluntarily excluded from conduction business with a federal department, an agency of the federal government, or the State of New Mexico.

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY CITY/STATE/ZIP: _____

COMPANY PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

COMPANY DUNS IDENTIFICATION NO: _____

NAME AND SIGNATURE OF COMPANY REPRESENTATIVE AUTHOIZED TO CERTIFY TO THE ABOVE:

PRINTED NAME OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

Date

If you have any questions, please contact me at (575) 527-5846.

Sincerely,

Will A. Manning
Director of Purchasing Department
Las Cruces Public Schools

ATTACHMENT B

REQUEST FOR PROPOSALS

TITLE: - RFP # _____

INTENT TO RESPOND TO RFP FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **January 2th, 2018 at the close of business, 5:00 PM MST.** Failure to return this form with the intention of submitting a proposal may jeopardize the receipt Offeror written questions and the Agency’s written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE No. :(____) _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

ALTERNATE CONTACT INFO

NAME: _____ e-mail: _____

PHONE No. : (____) _____

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

Place an "X" on the appropriate statement below:

___ Firm **DOES INTEND** to respond to this Request for Proposals.

___ Firm **DOES NOT INTEND** to respond to this Request for Proposals.

**Procurement
Manager:**

Name:	Will A. Manning, CPPO/CPO
Title:	Director of Purchasing
Agency Name:	Las Cruces Public Schools District
Address:	505 S. Main Street, Suite 249
TELEPHONE:	(575) 527-5846
Fax Number:	(575) 527-6619
E-mail:	wmanning@lcps.net

ATTACHMENT C

State of NM W-9

If you are already doing business with the State of NM, you may disregard this form.

If you are new to doing business in NM, you must fill out this form to be entered into the financial system for reporting and payment for GRT and payment of invoices.

(Note: State of NM W-9 Form is available on the web site at http://www.nmpsfa.org/legacy/pdf/Admin/NM_SUBSTITUTE_W-9.pdf

OR

You may contact the procurement manager for a copy of the Form in PDF Format.

ATTACHMENT D (*Mandatory*)

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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

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

Title/Position

Date _____

--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)

ATTACHMENT E

**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS
to RFP No. 17-18-04P**

I hereby attest that I have received the following amendment(s) to the RFP #17-18-04P as follows:

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

Signed by: _____ TITLE: _____



CONFLICT OF INTEREST

Offeror/Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business.

For violation or breach of this warrant, LCPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this bid/proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the formal competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 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 kick-backs.

Company Name

Address

Company Representative

Date

Exhibit 1: Technology equipment/item product List (Mandatory)

Note: Pricing shall be provided in Micro Excel in the same format provided and USB shall be operational without fault and capable of use. Also, save a PDF as evidence of final change.

ATTACHMENT G: VOLUME II - RELATED COSTS BREAKDOWN PRICING

<input type="checkbox"/> Public Schools/Districts, including Charter Schools, and Public Libraries		<input type="checkbox"/> Other State Entities/Agencies		
Position Title	Unit	Rate (\$)	Burden Rate (% or \$ Value)	Total Rate (\$)

RELATED COST BREAKDOWN PRICING LIST cont'd:

Service Description	Unit	Rate (\$)	O/H and G&A (% or \$ Value)	Total Rate (\$)

RELATED COST BREAKDOWN PRICING LIST cont'd:

Other Cost	Unit	Rate (\$)	O/H and G&A (% or \$ Value)	Total Rate (\$)
Per Diem (<i>Applicable only if the total mileage to the project site exceeds 85 Driving Miles from the Home Mobilization Base, and if the contractor's staff stays overnight.</i>)	Per Day			
<i>Per Diem and Mileage Rates shall not exceed Rates utilized by the U.S. Federal Government- http://www.gsa.gov/portal/category/21283</i>				
Mileage (<i>Applicable only if the total mileage to the project site exceeds 85 Driving Miles from the Mobilization Base.</i>)	Per Mile			
Mobilization Cost (<i>one-time cost for transport of equipment items to project site - e.g., Mobile Lab, major/large equipment items</i>)				
Specify Mobilization Base of Origin:	City/State:			
De-Mobilization Cost (<i>one-time cost for return transport of equipment items to base of origin - e.g., Mobile Lab, major/large equipment items</i>)				
REIMBURSABLES				
Reports Cost (Original):				
- Black & White	\$ per Sheet			
- Color	\$ per Sheet			
Reports Cost (Copies):				
- Black & White	\$ per Sheet			
- Color	\$ per Sheet			