



**RIO RANCHO PUBLIC SCHOOLS
PURCHASING DEPARTMENT
500 LASER RD NE
RIO RANCHO, NEW MEXICO 87124**

Request For Proposals Number: RFP No. 2020-013-IT

E-rate Form 470 Number: 200005994

TITLE: Purchase Category 1 E-Rate

**Submittal Due Date: January 28, 2020
Time: 2:00 PM (MT)**

Rio Rancho Public Schools (“RRPS”) is seeking to establish a District price agreement for the purchase of E-rate eligible Category 1 Services (*Dependent upon available funding*). Rio Rancho Public Schools (RRPS) is seeking proposals for Commodity Internet Services. Selected service provider will provide an Internet service immediately scalable up to 40 Gbps with the ability to grow past 20 Gbps of Internet in the future. The provider must indicate upstream peering providers to the Tier 1 level.

All interested parties are strongly encouraged to submit a proposal for the services identified within this Request for Proposals (RFP). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

PROPOSAL SUBMITTALS

Proposal submittals must be submitted to the submittal address identified in ink or typed and corrections must be initialed. Proposal submittals must be in a sealed envelope and must be clearly marked with the RFP Number and Opening Date (see Submittal Due Date above) in the lower left hand corner. Failure to mark the sealed envelope may result in the offer submittal being opened early or being declared non-responsive.

SUBMITTAL LOCATION

Rio Rancho Public Schools
Purchasing Department
Attn: Michael Madrid, CPO, CPPB
Director of Purchasing

500 Laser Road NE
Rio Rancho, New Mexico 87124

CONTACT INFORMATION

Any inquiries or requests regarding this procurement should be submitted to the Procurement Office in writing. Please be advised that other RRPS employees do not have the authority to respond on behalf of RRPS.

Rio Rancho Public Schools
Michael Madrid, CPO, CPPB
Director of Purchasing
500 Laser Road, Rio Rancho, New Mexico 87124
Telephone: 505-962-1143
E-mail: michael.madrid@rrps.net

OTHER INFORMATION

Number of submittals required: One (1) original and four (4) copies and (1) digital copy.

Terms: F.O.B. Destination
Net 30

DEADLINE FOR QUESTION SUBMITTALS

Any questions or requests for clarification concerning this RFP solicitation should be submitted in writing, utilizing the format prescribed within Appendix A, by December 17, 2019, to the Director of Purchasing. RRPS's response to the questions that have been timely submitted will be provided in written format and posted as an addendum to this RFP on the website at (<http://www.rrps.net/departments/purchasing>) and in the E-rate Productivity Center (EPC) under Form 470 200005994.

E-Rate Category 1

RFP No. 2020-013-IT

This section lists the major events of the Selection Process and specifies general requirements.

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Advertise RFP	District	12/08/2019
2.	Issue RFP On RRPS Website http://www.rrps.net/departments/finance)	District	12/07/2019
3.	Non-Mandatory Pre-Proposal Conference Location: RRPS District Office 500 Laser Rd. NE Rio Rancho, NM 87124	District	12/13/2019 @ 10:00 a.m.
4.	Deadline to submit written questions	Potential Offerors	12/17/2019 2:00 p.m.
5.	Issue Addenda http://www.rrps.net/departments/finance)	District	12/20/2019
6.	Submission of Proposal	Offerors Time: 2:00 p.m.	01/28/2020 @ 2:00 p.m.
7.	Notice of Short Listed Offerors	Procurement Manager	EST
8.	Interviews of Short-listed Offerors (If held)	Evaluation Committee & Offerors	EST
9.	Best and Final Offers (BAFO)	Potential Offerors	EST
10.	Recommendation of Award to Governing Board	Procurement Manager	02/11/2020
11.	Contract Negotiations	District	TBD
12.	Issue Notice of Award, prepare contract	District	TBD
13.	Protest of Award Deadline	Offeror(s)	TBD

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I. INTRODUCTION

1.1 BACKGROUND

Rio Rancho Public Schools was founded in 1995 and is the third largest school district in New Mexico with 2,340 staff members. Enrollment, as of December of 2015, includes 17,227 students across 19 schools (1 preschool, 10 elementary schools, 4 middle schools and 3 high schools and 1 district office). District enrollment growth is currently flat; the district anticipates opening one additional elementary school in the next five years.

1.2 TERMS AND CONDITIONS

The purchase of any material(s) and/or service(s) awarded under this RFP are subject to the scope of work, specifications, requirements, terms and conditions contained within this Request For Proposals. Offerors may submit alternate terms and conditions; however, RRPS reserves the right to reject any proposed alternate language if the proposed language is determined by RRPS not be in its' best interest.

RRPS cannot obligate funds beyond one (1) fiscal year. The resultant Agreement therefore will be contingent upon the availability of annual appropriated funds to financially support this program from year to year. If total funds are not available annually, the resultant Price Agreement contract shall be terminated partially, or in total, without any penalty to RRPS.

1.3 COMPLIANCE WITH INSTRUCTIONS

Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

1.4 RFP ISSUANCE

This RFP is issued under, and all proposals submitted in response to this solicitation shall be subject to, the State of New Mexico Procurement Code, Section 13-1-21 through 13-1-199, NMSA 1978.

1.5 BRAND NAME OR EQUAL SPECIFICATIONS

NOTE: If the specifications note brand name or equal specifications, the manufacturers part and model numbers identified within this Request For Proposals are used solely to describe the items desired and to establish minimum specifications, quality and performance requirements. Offers of equal performance will be considered, provided that complete product descriptions, specifications and literature are provided with your response.

II. EXPLANATION OF EVENTS

2.1 SUBMISSION OF PROPOSAL

All offeror Proposals must be received for review and evaluation by the Director of Purchasing or his/her designee no later than the established due date and time. RRPS will record the date and time each submittal was received. Proposals must be addressed and mailed or delivered to the Director of Purchasing. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Proposal. **Proposals received after this deadline, or submitted by facsimile, will not be accepted.**

2.2 CLARIFICATIONS

Any questions or requests for clarification concerning this RFP solicitation should be submitted in writing, utilizing the format prescribed within Appendix A, no later than the established due date and time. RRPS's response to the questions that have been timely submitted will be provided in written format and posted as an amendment to this RFP on the RRPS website.

2.3 PROPOSAL EVALUATION

An Evaluation Committee, appointed by the Chief Procurement Officer, will perform the evaluation of Proposals. During this time, the Chief Procurement Officer may at his/her option initiate discussions with offerors who submit responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposal, but Proposals may be accepted and evaluated without such discussion.

2.4 CONTRACT AWARD

NOTE: The district reserves the right to issue an award based on each of the projects identified in the specification section.

After review and evaluation of the offers received, the Procurement Department shall submit a recommendation for award to the RRPS Board formally requesting authorization to the award of the contract. The contract shall be awarded to the offeror whose Proposal is most advantageous to RRPS, taking into consideration the evaluation factors set forth in the RFP.

2.5 PROTEST DEADLINE

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable RRPS Procurement regulations. The fifteen (15) calendar-day protest period regarding the solicitation documents shall begin on the day after knowledge of the facts or occurrences giving rise to the protest. 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 Chief Procurement Officer. Protests received after the above stated deadlines will not be accepted.

2.6 SELECTION OF FINALISTS (If required)

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist Offerors.

2.7 BEST AND FINAL OFFERS FROM FINALISTS (If required)

Finalist Offerors **may** be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by date specified in the Finalist Notification Letter. Best and final offers may be clarified and amended at the finalist Offeror's oral evaluation.

2.8 ORAL PRESENTATIONS/INTERVIEW BY FINALISTS (IF REQUIRED)

RRPS reserves the right to request and conduct oral presentations/interviews with finalists. Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. RRPS reserves the right to extend the time at its sole discretion. All oral presentations/interviews will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation as determined by the Evaluation Committee.

2.9 CONTRACT AWARD

After review of the Evaluation Committee Report and the signed contract, the Rio Rancho Public Schools will award the contract on date listed in the Sequence of Events. This date is subject to change at the discretion of the RRPS Director of Purchasing.

This contract shall be awarded to the Offeror whose proposal is ranked the highest taking into consideration the evaluation factors set forth in the RFP.

III. INSTRUCTIONS TO OFFERORS

3.1 ACKNOWLEDGEMENT OF ADDENDA

Offerors shall acknowledge receipt of any addenda to this Request for Proposal by identifying the addenda number and date in the space provided on the RFP Offer Signatory Form (Exhibit B).

3.2 AWARD INFORMATION

Award information will be posted on the Purchasing Department Home Page.

3.3 CANCELLATION

The District reserves the right to cancel without penalty, this request for proposals, any resultant purchase order or any portion thereof for unsatisfactory performance or unavailability of funds.

3.4 CLARIFICATIONS

Any requests for clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Purchasing representative shown on the cover sheet of this Invitation. Note, RRPS will publish and distribute all clarifications in the form of written addenda. Offerors are advised that only published written addenda are to be considered and relied upon as part of this Invitation.

3.5 LATE SUBMISSIONS

Late submissions of request for proposals will not be considered. All late submissions will be returned unopened.

3.6 MODIFICATIONS

Only modifications received prior to the date and time specified for the RFP closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the RFP submittal may be requested by the Buyer following the opening.

3.7 NUMBER FOR RFP CLARIFICATION

The Offeror should include a local or toll-free number for RFP clarifications. Failure to do so may result in the offer being classified as non-responsive.

3.8 NUMBER OF COPIES

Please submit the number of copies of your offer and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your offer being considered non-responsive.

3.9 PERIOD FOR OFFER ACCEPTANCE

The Offeror agrees, if his RFP is accepted within 120 calendar days of the closing date, to furnish any and all item(s) and/or services at the prices set forth in his/her RFP, delivered to the designated point(s) within the specified time in the delivery schedule. An additional time period may be requested elsewhere in this Request For Proposals.

3.10 REJECTION OF REQUEST FOR PROPOSALS

The District reserves the right to award this request for proposals based on price and any other evaluation criteria contained herein, to reject any and all proposal submittals or any part thereof.

3.11 SUBMISSIONS OF DRAWINGS/LITERATURE

All submissions shall be made at no expense to the District. Returns shall only be made at the Offerors request and expense.

3.12 TELEGRAPHIC/ELECTRONIC SUBMITTAL

Telegraphic/Electronic submittals **will not be considered.**

3.13 WITHDRAWAL OF REQUEST FOR PROPOSALS

Proposal submittals may be withdrawn by written notice, telegram or in person by an offeror or an authorized representative any time prior to the award. Request for proposals requiring RFP security could result in forfeiture of the security if the offer is withdrawn following the opening.

3.14 RIGHT TO WAIVE MINOR IRREGULARITIES

RRPS reserves the right to waive minor irregularities. RRPS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive request for proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right shall be exercised at the sole discretion of RRPS Director of Purchasing.

3.15 RESIDENT BUSINESS AND RESIDENT CONTRACTOR PREFERENCE CERTIFICATION

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its RFP or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department.

3.16 RESIDENT VETERAN PREFERENCE

In addition, the attached "Resident Veteran Preference Certification" form (Exhibit D) must be filled out, signed and accompany any RFP submittal from any business wishing to receive consideration for resident veteran's preference. A copy of a valid Veterans Preference Certificate is also required within the offeror's submittal.

3.17 OFFEROR DEFINED

Reference to the terms offeror, seller, service provider, contractor are to be defined, viewed and interpreted to be interchangeable and to have the same meaning as one another, as referenced in this solicitation.

IV. REQUEST FOR PROPOSAL (RFP) TERMS AND CONDITIONS

The General Terms and Conditions on the reverse side of RRPS's purchase order are an equal and integral part of this Request For Proposals (RFP) and are identified within Section II (D)

The terms, conditions and specifications contained in this RFP shall be incorporated into all purchase orders issued as a result of this RFP, including any addenda. RRPS reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of the successful Offeror's RFP submittal may be incorporated into an award agreement.

Should an Offeror object to any of the RRPS Terms and Conditions contained within this solicitation, that Offeror must propose specific alternative language for RRPS's review and consideration. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to RRPS and may result in disqualification of the Offeror's RFP submittal. Offerors must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. Any proposed changes to the terms and conditions incorporated and/or attached to this RFP, must be stated in Offeror's RFP submittal in a Section marked "PROPOSED ALTERNATIVE TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by RRPS at a later date. Any provisions in any RFP submittal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

RRPS reserves the right to reject a RFP submittal on the basis that the proposed compromising language cannot be accepted by RRPS. Any additional terms and conditions which may be the subject of negotiation will be discussed only between RRPS and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's RFP submittal.

NOTE: An Awardee of a Price Agreement established with RRPS has the opportunity to market a resultant Price Agreement to other New Mexico local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

4.1 ADDRESSES FOR NOTICES

Any notice required to be given or which may be given under this RFP or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

Rio Rancho Public Schools
Purchasing Department
Attn: Michael Madrid, CPO, CPPB
Director of Purchasing
500 Laser Road NE
Rio Rancho, New Mexico 87124

4.2 BRAND NAME OR EQUAL SPECIFICATIONS

The manufacturers part and model numbers identified within this Request For Proposals are used solely to describe the items desired and to establish minimum specifications, quality and performance requirements.

Offers of equal performance will be considered, provided that complete product descriptions, specifications and literature are provided with your response.

4.3 CANCELLATION

The District reserves the right to cancel, without penalty, this RFP, any resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.

4.4 DEBARMENT AND SUSPENSION CERTIFICATION FORM

Offeror is required to sign the attached SUPPLIER DEBARMENT AND SUSPENSION CERTIFICATION FORM. Failure to provide the District with a completed Conflict of Interest Form may result in the RFP submittal being considered non-responsive.

4.5 COST ANALYSIS/BREAKDOWN

A cost analysis or breakdown of your offer may be required. If required, the cost analysis information may be marked as confidential information if it includes information considered to be proprietary to your operation. The total RFP cost will not be considered confidential.

4.6 DAMAGE AND SECURITY OF RRPS PROPERTY

The Offeror shall be responsible for all damage to persons or property that occurs as a result of offeror's fault or negligence, or that of any of his employees, agents and/or subcontractors. The offeror shall save and keep harmless RRPS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of any contract awarded in response to this solicitation. Any equipment or facilities damaged by the offeror's operations shall be repaired and/or restored to their original condition at the offeror's expense, including but not limited to cleaning and painting.

4.7 DISRUPTION OF NORMAL ACTIVITY

All work shall be performed so as not to interfere with normal District activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by RRPS's authorized representative prior to commencement of the work.

4.8 DISCLOSURE OF RFP SUBMITTAL CONTENTS

The RFP submittals will be kept confidential until after a contract award has been made. At that time, all RFP submittals and documents pertaining to the proposal submittals will be open to the public, except for the material that is proprietary or confidential. The District will not disclose or make public any pages of a proposal submittal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the RFP submittal in order to facilitate eventual public inspection of the non-confidential portion of the RFP submittal. Confidential data is normally

restricted to confidential financial information concerning the Seller'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 RFP 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 a Seller has made a written request for confidentiality, the District shall examine the Seller's request and make a written determination that specifies which portions of the RFP submittal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the RFP submittal will be disclosed. The RFP submittal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

4.9 ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS

Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this solicitation or any resultant agreement, have been excluded or debarred from participation in any government program. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

4.10 EMPLOYEE CERTIFICATION

The Seller and all Seller's employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this RFP. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this RFP.

4.11 FINANCIAL STATEMENT

All Offerors may be required to submit with their RFP submittal an audited Financial Statement from the end of their most recent fiscal year.

4.12 INSURANCE REQUIREMENTS

The Seller is required to carry insurance that meets the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an Agreement. Insurance shall remain in effect for the entire term of the Agreement and must be extended to coincide with any future contract extensions. This RFP Number must appear on the Certificate of Insurance.

4.13 OSHA REGULATIONS

The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold RRPS free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

4.14 REFERENCES

The Offeror may be required to furnish a listing of references of organizations and/or businesses that Offeror has provided with similar goods and/or services. The organization's name, a contact, a telephone number and a brief description of the goods and/or services provided are required for each reference (*See Appendix B*). Failure to submit the information may result in the Offeror's RFP submittal being considered as non-responsive. RRPS may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The RRPS Purchasing Department will reject the RFP submittal of any Offeror who is not a responsible Offeror or fails to submit a responsive RFP submittal as defined in Section 13-1-83, and Section 13-1-85 NMSA 1978.

4.15 OPTION TO RENEW

One (1) year contract. This procurement will terminate upon completion of the scope of work with no additional extensions options.

4.16 RELEASE RRPS GOVERNING BOARD

The Contractor shall, upon final payment of the amount due under a resultant Purchase order/Agreement, release the Governing Board of Rio Rancho Public Schools, their officers and employees, and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the Purchase Order/Agreement. The Contractor agrees not to purport to bind Rio Rancho Public Schools or the State of New Mexico to any obligation not assumed in the Purchase Order/Agreement by the Regents of Rio Rancho Public Schools or the State of New Mexico unless the Contractor has express, written authority to do so, and then, only within the strict limits of that authority.

4.17 RETENTION OF RECORDS

Contractor will maintain detailed records indicating the date, time and nature of goods and/or services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by Rio Rancho Public Schools, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.

4.19 REIMBURSABLE TRAVEL AND LIVING EXPENSES

Any travel and living expenses that Offeror may incur in providing RRPS goods and/or services pursuant to an Agreement, will not be reimbursed.

4.20 RIGHT TO PROTEST

This solicitation or the award of an RFP may be protested as per RRPS Purchasing Department Protest Procedures.

4.21 SCHEDULE DELAYS

If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify the District promptly will be a basis for determining the Seller responsibility in an otherwise excusable delay.

4.22 SELLER'S EMPLOYEES AND AGENTS

Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the District. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the District as a result of this Purchase Order.

4.23 STATE AND LOCAL ORDINANCES

The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work

to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

4.24 WAIVER

Any resultant Purchase Order/Agreement shall herein contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.

4.25 WORKERS COMPENSATION

No worker's compensation insurance has been or will be obtained by RRPS on account of Seller or its employees or agents. Seller shall comply with the worker's compensation laws with respect to Seller and Seller's employees and agents.

V. RIO RANCHO PUBLIC SCHOOLS (RRPS) STANDARD TERMS AND CONDITIONS

5.1 ACCEPTANCE AND REJECTION

If prior to final acceptance, any goods or services are found to be defective or not as specified, or if RRPS is entitled to revoke acceptance of them RRPS may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at RRPS's option. Seller shall reimburse RRPS for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

5.2 AGREEMENT

This Purchase Order is the sole and entire Agreement between the parties; any documents incorporated into this Agreement are listed explicitly on the front side of this Purchase Order, or are incorporated by implication by the terms of this Purchase Order. Any terms inconsistent with or in addition to this Purchase Order proposed by Seller are deemed rejected unless agreed to in writing by an appropriate RRPS official.

5.3 ASSIGNMENT

This Purchase Order is assignable by RRPS. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from RRPS.

5.4 CHANGES

RRPS may make changes within the general scope of this Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of RRPS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.

5.5 CONFLICT OF INTEREST

Seller shall disclose to RRPS Purchasing Department the name(s) of any RRPS employee or member of the Governing Board who has a direct or indirect financial interest in the Seller or in the proposed transaction. An RRPS employee or member of the Governing Board that has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/member of the Governing Board or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with RRPS Purchasing Department.

5.6 DISCOUNTS

If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by RRPS's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

5.7 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

5.8 F.O.B

Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is RRPS's designated campus address.

5.9 INDEMNIFICATION AND INSURANCE

Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of RRPS. Seller shall indemnify, defend and hold harmless RRPS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless RRPS against any joint and several liabilities imposed against RRPS with respect to strict products liability claims attributable to the fault of the Seller.

Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of RRPS. The liability of RRPS will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

5.10 INDEPENDENT BUSINESS

Neither Seller nor any of its agents shall be treated as an employee of RRPS for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that RRPS is not Seller's sole or only client or customer.

5.11 INSPECTION

RRPS may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

5.12 INSTRUMENTALITIES

Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

5.13 OTHER APPLICABLE LAWS

Any provision required to be included in a purchase order of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

5.14 OWNERSHIP

Ownership of Documents - All documents which are prepared by the Vendor/Contractor or any member of the consulting team that form a part of its services under this Agreement are the sole property of RRPS and such works may not be reproduced nor distributed without the express written consent of RRPS and shall be delivered to RRPS upon termination and or completion of this Agreement if RRPS so requests. The Vendor/Contractor shall be responsible for the protection and/or replacement of any original documents in its possession. RRPS shall receive all original drawings and the Vendor/Contractor shall retain a reproducible copy.

5.15 PATENT AND COPYRIGHT INDEMNITY

Seller shall indemnify, defend and hold harmless RRPS against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

5.16 PAYMENT TERMS

Upon written request from Seller for payment, RRPS shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

5.17 PAYROLL OR EMPLOYMENT TAXES

No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by RRPS with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

5.18 PENALTIES

The Procurement Code Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

5.19 SELLER'S EMPLOYEES AND AGENTS

Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of RRPS. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of RRPS as a result of this Purchase Order.

5.20 TERMINATION AND DELAYS

RRPS may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. RRPS shall pay Seller as full compensation for performance until such termination: the unit or pro rata order price for the delivered and accepted portion: and (2) incidental damages,

not otherwise recoverable from other sources by Seller, as approved by RRPS, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. RRPS shall not be liable for consequential damages.

RRPS may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, RRPS may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by RRPS thereby, including incidental and consequential damages. If after notice of termination, RRPS determines Seller was not in default, or if Seller's default is due to failure of RRPS, termination shall be deemed for the convenience of RRPS. The rights and remedies of RRPS provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

5.21 TITLE AND DELIVERY

Title to the materials and supplies passed hereunder shall pass to RRPS upon acceptance at the FOB point specified, subject to the right of RRPS to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from RRPS's Finance Department. Time is of the essence and the purchase order is subject to termination for failure to deliver on time.

5.22 WARRANTIES

Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller for the minimum period of one (1) year. All applicable UCC warranties express and implied are incorporated herein.

5.23 WORKERS' COMPENSATION

No workers' compensation insurance has been or will be obtained by RRPS on account of Seller or its employees or agents. Seller shall comply with the workers' compensation laws with respect to Seller and Seller's employees and agents.

5.24 CAMPAIGN DISCLOSURE

5.24.1 Campaign Contributions

The Seller will disclose all campaign contributions given by the Seller or a family member or representative of the Seller to any RRPS Governing Board member two years prior to the issuance of this purchase order, if the aggregate total of contributions given by the Seller or a family member or representative of the Seller to the RRPS Governing Board Member exceeds \$250 over the two-year period. The disclosure will indicate the date, amount, nature and purpose of the contribution. The disclosure statement will be on a form developed and made available electronically by RRPS's Purchasing Department (*See Exhibit E*).

5.24.2 Disclosure Statement

A Seller submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official will make a statement that no contribution was made.

5.24.3 Contribution During Procurement

A Seller or a family member or representative of the Seller will not give a campaign contribution or other thing of value to an applicable public official during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

VI. RESPONSE FORMAT AND ORGANIZATION

6.1 NUMBER OF SUBMITTALS

Offerors shall submit one (1) original Proposal, 4 additional copies (as specified in RFP title page), and one (1) electronic copy to the location specified on the cover page on or before the closing date and time for receipt of Proposals.

6.2 PROPOSAL FORMAT

All pages should be numbered and proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Section 1 through 5, are helpful.

6.3 PROPOSAL ORGANIZATION

Offerors are to address the evaluation criteria items in the order in which they are presented and appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the Proposal. Offerors may attach other materials, which they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

The proposal (original and copies) must be organized in binders with indexed tab dividers in the following format and *must* contain, as a minimum, all listed items in the sequence indicated. Note, any proposal that does not adhere to these general requirements, format and organization may be deemed non-responsive and rejected on that basis.

- *Executive Summary*
- *Evaluation Criteria*
- *Exhibit A: RRPS Supplier Conflict of Interest and Debarment/Suspension Cert. Form*
- *Exhibit B: Offer Signatory Form*
- *Exhibit C: Insurance Requirements*
- *Exhibit D: Resident Veteran Preference Certification (Note, qualified offerors will be entitled to in-state Vendor/Veteran preference as provided for pursuant to Section 13-1-21, NMSA 178.)*
- *Exhibit E: Campaign Contribution Disclosure Form*
- *W-9*

VII. SPECIFICATIONS & REQUIREMENTS

All prices/discounts shall be F.O.B. destination and shall include all parts, labor, materials, software, supplies, freight, administrative costs, etc, to fulfill the terms, conditions, and scope of work as called for in this RFP.

NOTE: THE QUANTITIES SHOWN BELOW ARE ESTIMATES ONLY. RRPS RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES TO BE PURCHASED DEPENDENT UPON AVAILABILITY OF FUNDING.

7.1 SUMMARY/SCOPE OF WORK

Rio Rancho Public Schools (RRPS) is seeking to establish a District wide standard and “Price Agreement” for the purchase of Internet Access Services one-year period.

7.2 WORK INCLUDED

RRPS will evaluate Proposals for Internet Access with the desire to establish a three (3) year contract with two (1) year renewal options. The intent of this RFP solicitation is to provide Internet Access Services with high quality, reliability and robustness with a high value for cost. If required, vendors may have the opportunity to present and provide their product offerings and services for review, evaluation and consideration.

7.3 MINIMUM EQUIPMENT SPECIFICATIONS/REQUIREMENTS

PRICING AS FOLLOWS:

RRPS is looking for a fixed or burstable 20Gbps of Internet Services with Bid Item #1 with the ability if it becomes necessary based on additional need and bandwidth consumption.

PROPOSAL ITEM #1:

Requested Item: 20Gb Internet Connection

Summary Description:

The Rio Rancho Public School District is accepting proposals for 20Gbps internet connection at the main datacenter. Implementation is planned tentatively for July 2020. It is the school district’s intention that significant portions of the cost for the requested services be eligible for E-Rate under Category 1 funding. Bidders must be qualified E-Rate service providers.

Current Environment

Rio Rancho Public Schools currently has 21 sites - 1 Preschool, 11 Elementary Schools, 4 Middle Schools, 4 High Schools, 1 Transportation Facility and 1 District Office. All sites have 10Gb point to point connections back to the datacenter. Internet access is currently served from the datacenter at District Office.

Currently the datacenter connects to the internet via fiber to our Internet Service Provider (ISP) at a speed of 10Gbps. The internet link in the datacenter is through an ISP switch to a Palo Alto layer 7 device, which then connects to the datacenter core switches.

SCOPE OF WORK

Rio Rancho Public Schools (RRPS) is seeking proposals for Commodity Internet Services. Selected service provider will provide an Internet service that can initially provide connectivity up to 20 Gbps with the ability to grow past 20 Gbps of Internet in the future (three to five years). The provider must indicate upstream peering providers to the Tier 1 level.

RRPS is currently utilizing around four to six (4-6) Gbps of Internet each day with the occasional burst to 8Gbps but foresees the growth over the next three years to be close to 20 Gbps, with the potential to exceed 20 Gbps after year three. If the need for additional capacity exists, RRPS would like to be able to expand past 20 Gbps to meet those demands. We would expect the selected vendor to be able to do so within 60 days of the request.

The desired service can be delivered to one or both of the following two locations as RRPS will have presence at each, 500 Laser Rd. NE, Rio Rancho, NM (RRPS Central Office) and 1001 Night Sky Ave., Rio Rancho, NM 87144 (Colinas Del Norte ES). If multiple circuits are required, to provide the desired bandwidth, the circuits can be located at the same or separate locations to the extent economically feasible. Pricing must be inclusive of any required cross connects, transport, and customer premise equipment required to deliver the service to RRPS's communication rack.

Proposed solutions must provide 20 Gbps highly available bandwidth depending on the specified option with the ability to load balance between links if required. The ISP must provide necessary equipment to terminate circuit into the RRPS location as required. All hardware, software, licensing, installation and training must be included. Proposed solutions must be fully compatible with existing switching/routing infrastructure.

Proposals should include the following:

- 1) Proposed topology diagram
- 2) Estimated summary timeline for design, development, and implementation
- 3) Clearly outlined vendor and district responsibilities
- 4) Solution may incorporate existing hardware or include all new hardware depending on location.
Solutions must be fully compatible with existing switching/routing infrastructure.

RRPS is interested in the ability to scale bandwidth up/down, as needed, to meet growing demand. Therefore, the district is willing to consider a burstable / on-demand solution or a fixed bandwidth solution. A desired feature of this service is the ability to reduce minimum bandwidth requirements, and thus costs, during non-peak times such as holidays and summer break. The district would expect the costs to scale downward during non-peak times, thus allowing RRPS to pay for what it uses, while saving taxpayer dollars during off peak times.

Any request from RRPS to increase bandwidth from the service provider on this circuit, must be seamless without the need to rebid and/or require any further hardware and/or installation services.

Response to proposals sent to RRPS must include the following for consideration:

The desired start date for this service is no later than July 1, 2020, the expiration date of the existing Internet contract.

The new circuit will be turned-up no later than June 1, 2020, which means billing for said circuit will not

apply until the service is turned up. Work needed to prepare for June 1, 2020 service activation can take place before June 1, 2020, only after contract between winning bidder and RRPS has been signed and executed. In addition, work completed for preparation of service activation must be in compliance with E-Rate rules and regulations so not to place RRPS at risk of any violations and interfere with funding approvals.

RRPS does not have an Autonomous System Number (ASN) or CIDR subnet and the provider will be required to furnish a class C (/24 CIDR preferred to /26 CIDR minimum).

Note: RRPS is preparing for IPv6 and service provider needs to indicate whether or not they support IPv6.

Service providers shall provide a contractual term in their bids of 36 months, with two (2) optional one year renewals at the discretion of the District.

Pricing should include costs at various speeds including vendor proposed increment levels (see sample table below). Vendors are encouraged to present pricing on burstable / on-demand service where RRPS pays a baseline fee and then pays for service used. Vendors will need to explain how the usage of burstable / on-demand service would be calculated on a daily / weekly / monthly basis to determine the monthly bill (for example, a 4-6 Gbps base, with a weekday peak of 8 Gbps, staying within 80% of peak for over 2 hours).

RRPS intends to use the Internet circuit to replace the existing service provider's circuit (daily peak six (6) Gbps).

- Prospective vendors should clearly explain the path diversity being offered and how service outages will be addressed whether it is a cut line coming from the main central office as well as a central office building outage.
 - Please explain how your network redundancy ensures no single point of failure will affect RRPS. If single point failures exist, explain how a failure would be mitigated.
- SLA's for services are to be defined within the proposal and will begin upon final acceptance by the District.
 - Credits for loss of service should be considered
- After the Internet circuit is installed and configured, service provider will conduct testing and provide results to RRPS to ensure provisioned bandwidth with no errors and low latency within the contractual SLA
- Service provider will provide RRPS access to an online reporting system/tool in which RRPS can run reports and track Internet utilization and activity on the Internet circuit. The reporting system will include, but not be limited to, real-time and historical data, inbound/outbound bandwidth utilization, packet delivery/loss, trend statistics (tracked in minutes, hours, days, weeks and months).
- Final acceptance will be based upon the results of testing provided during initial installation of the Internet circuit.

See Attachment A for full pricing table. Vendors may decide to offer location to 500 Laser Rd, 1001

Night Sky Ave, or both locations. Please note there are separate pricing tables for each location that must be completed by the vendor.

SECTION VIII: COMPANY PROFILE

8.1 EXECUTIVE SUMMARY (TAB 1)

The executive summary should discuss, at a very high level, the vendor's understanding of Rio Rancho Public School's needs and provide a brief overview as to why vendor's services and equipment offer is the best solution to further Rio Rancho Public School's goals. The vendor does not need to explain in detail how specific features of the vendor's product offerings will work. Rio Rancho Public Schools expects the vendor's narrative and other materials in the ensuing sections of the vendor's response to go into the appropriate detail. In addition, the summary is to provide the following:

- The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Vendor to the contract, who will receive all official notices concerning this RFP.
- The Vendor's Federal Tax Identification Number or Social Security Number.
- A statement that the proposal is a firm and irrevocable offer for a period of one hundred twenty (120) days.
- Vendor must confirm they understand the RFP requirements and commit to meeting these requirements. Explicitly indicate acceptance of the Conditions Governing the Procurement.
- Any exceptions the Vendor may have to any of the requirements of the solicitation.
- Acknowledge receipt of any and all amendments to this RFP.
- Letter must be signed by person authorized to contractually bind the Vendor to the offer being submitted.

8.2 EVALUATION CRITERIA ("EC")

The following is a summary of evaluation criteria with point values assigned to each. These weighted criteria will be used in the evaluation of individual proposal offers.

EVALUATION CRITERIA: The following is a summary of evaluation criteria with point values assigned to each. These weighted criteria will be used in the evaluation of individual proposal offers.

<u>Evaluation Criteria</u>	<u>Points Available</u>
EC-1: Experience and References (Tab 2)	15
EC-2: Service/Support/Training (Tab 3)	15
EC-3: Product Features, Technical Specification and Available Options (Tab 4)	30
EC-4: Price Proposal (Tab 5)	40
a) Price of E-rate eligible goods and services	(35)
b) Price of E-rate ineligible goods and services	(5)
Preferences – Resident/Veteran (if applicable)	5-10
Total	<u>100 – 110 Max points</u>

Any questions concerning the evaluation process for this RFP should be submitted in writing to the RRPS Procurement Office. All responses will be in writing and posted as amendments on the website at rrps.net >Departments > Purchasing > Bids/RFPs and in the E-Rate Productivity Center under Form 470 200005994. For any questions concerning the project process or scheduling during the selection process, or for project management information, please contact the RRPS Procurement Office.

EC-1: EXPERIENCE AND REFERENCES (TAB 2)**Possible 15 Pts**

1. Provide a brief narrative of your firm identifying number of years in business, number of employees, organizational structure, location of business, location of staff, type of ownership and regional distribution center closest to New Mexico.
2. Has the firm ever filed bankruptcy, been in loan default, or are there any pending liens, claims or lawsuits against the firm. If so, please explain in detail.
3. Has your firm ever been under investigation for non-compliance with any state, federal, local procurement rules, regulations or laws? If so, please explain.
4. The Proposer must be able to demonstrate a successful track record of past performance providing products/services closely related to those specified in this RFP.
5. Provide no less than three (3) references of customers you have provided similar services to within the last three (3) years who can verify the quality of service your company provides (Reference Appendix A). All references are to be similar in size to RRPS and scope of work as called for in this RFP. Reference information should include:
 - Organization name, address, contact person and title, phone,
 - Vendors should expect Rio Rancho Public Schools to ask extensive questions from these references. Rio Rancho Public Schools reserves the right to make on-site visits to these references for demonstrations of the proposed products.

EC-2: SERVICE/SUPPORT/TRAINING (TAB 3)**Possible 15 Pts**

1. Describe your company's current in-house workforce, equipment and facilities available to perform under this solicitation. Identify all individuals who will be assigned to work on this project, listing their name, title, experience, licensure, certifications, etc.
2. Is there any "added value" received by RRPS when purchasing through you and, if so, describe those added value items or unique attributes your firm has to offer.
3. Describe your company quality assurance and control processes for product and services that will be provided under this solicitation? Provide a narrative of your company's policies, procedures and strategies to ensure quality and timely products and services to your customers. Indicate what follow-up, review, user training, and oversight process you have in place.
4. Tell us about your company's availability of direct access and support channel benefits for on-site support and anticipated response time to RRPS staff.
5. Please describe your company's and/or manufacturer's warranty process and service level agreement for resolving issues. What is your company's problem resolution process for warranty repairs?
6. Comment on the company's product roadmap, understanding of industry best services,

equipment and practices.

7. Technical Support – Please describe
 - a. Example: 24-hour technical support and warranty escalation policy

EC-3: PRODUCT FEATURES, TECHNICAL SOLUTION AND AVAILABLE OPTIONS (TAB 4) Possible 30 Pts

1. The Vendor shall submit a complete list of the standard services and equipment configuration for the equipment being offered, including manufacturer and model, to be provided under this RFP.
2. Technical Solution. This will be evaluated based on the path diversity being offered, how service outages will be addressed, and your network design ensures no single point of failure will affect RRPS.
3. Services Evaluation. The services shall meet the requirements outlined in this RFP.
3. Equipment Evaluation. Equipment shall meet the required specifications/requirements and/or the brand name/model specifications listed.

EC-4: PRICE PROPOSAL (TAB 5) Possible 40 Pts

All prices/discounts shall be F.O.B. destination and shall include all services, parts, labor, materials, software, supplies, freight, administrative costs, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP.

1. Please include pricing for all requested services and equipment. This includes providing pricing for all requested options. If an option is not available or cannot be provided by the vendor, please indicate that with the proposal.
2. All prices/discounts shall be F.O.B. destination and shall include all services, parts, labor, materials, software, supplies, freight, administrative costs, etc., to fulfill the terms, conditions, and scope of work as called for in this RFP.
3. RRPS reserves the right to negotiate the final fees and cost.

TOTAL POINTS:

100 points

8.3 TAXES

NOTE: RRPS is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials and tangible goods. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes will be excluded from the RFP evaluation.

EXHIBIT A - CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION
CERTIFICATION FORM

**THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE
ORDER/AGREEMENT IS \$20,000 OR GREATER**
CONFLICT OF INTEREST

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

No employee or Governing Member of Rio Rancho Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Rio Rancho Public School District employee, Governing Board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the RFP or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any District or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor.

DEBARMENT/SUSPENSION STATUS:

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to Rio Rancho Public Schools Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the RFP or offer but prior to the award of the /Purchase Order/Agreement or contract.

CERTIFICATION

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

Signature: _____

Title: _____ Date: _____

Name Typed: _____

Company Name: _____

Address: _____ City/State/zip: _____

THE FOLLOWING RFPDER INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFP.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. ____ Dated _____ Addenda No. ____ Dated _____
Addenda No. ____ Dated _____ Addenda No. ____ Dated _____

RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its RFP or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. *In addition, the attached "Resident Veteran Preference Certification" form (Exhibit D) must filled out, signed and accompany any RFP from any business wishing to receive a resident veteran's preference.*

RESIDENT PRFERENCE NUMBER: _____

RESIDENT VETERAN PRFERENCE NUMBER: _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Offeror has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at the prices stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____ **DATE** _____

EXHIBIT C - INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Purchase Order/Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. "The Regents of Rio Rancho Public Schools, Rio Rancho Public Schools, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty-five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's insurance in any amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure and shall maintain during the life of this contract Public Liability Insurance as required by applicable State law. In case of any work being sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Public Liability Insurance for all the subcontractor's or sub-subcontractor work being performed under this Purchase Order/Agreement. In any case, whereby the Contractor's sub-contractor or sub-subcontractor services are not covered under separate policy, the Contractor shall provide and shall cause each subcontractor or Sub-subcontractor to be covered under the contractor's policy. The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective June 8, 2012 are:

\$1,000,000 per occurrence; \$2,000,000 annual aggregate.

CONTRACTOR’S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage “equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978.” The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$100,000 Each Occurrence

SUBCONTRACTOR’S AND SUB CONTRACTOR’S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

1. Require each subcontractor or sub-contractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors of sub subcontractors in the Contractor’s Policy as required under this Article.

GENERAL:

All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

EXHIBIT D - RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check the boxes below only if you are declaring Veteran Preference status.

__ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

__ I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

__ In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference /Resident Veteran Contractor Preference under section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

__ I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the Business that is subject to protest and may result in denial of an award or cancellation of the procurement involved if the statements are proven incorrect.

EXHIBIT E - CAMPAIGN CONTRIBUTION DISCLOSURE

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

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

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

The following definitions apply:

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

“Campaign 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 either 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.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

Company

—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)

Company

APPENDIX B - BUSINESS REFERENCES

OFFERORS SHALL PROVIDE REFERENCES ONLY ON THIS FORM. REFERENCES CANNOT BE RIO RANCHO PUBLIC SCHOOL DISTRICT.

1. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: _____

2. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: _____

3. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: _____

ATTACHMENT A (SEE RRPS WEBSITE)
<http://www.rrps.net/departments/purchasing>

Rio Rancho Public Schools- Internet Pricing Table