

Portales Municipal Schools
501 South Abilene
Portales, NM 88130



Request for Proposal
for Wireless Equipment
and Installation

RFP# 22-23-0004

NGIP Codes: 20367, 20767, 28579

NETWORK EQUIPMENT AND INSTALLATION REQUEST FOR PROPOSAL

SCOPE OF WORK

Portales Municipal School District is requesting proposals from Service Providers to provide Network Switches, UPSs, Wireless APs, 1 year support per device, all associated GBICs, and cables needed for switches. A general description of the scope of work is provided below.

I. DESCRIPTION

1. Scope of work will include installation of all hardware, adapters and cabling.
2. Hardware options of
 - 37 – Ruckus R750 AP with Licenses
 Any other wireless equipment quoted must be comparable and compatible with Ruckus.
3. Vendor will include their registered name and Service Provider Identification Number (SPIN)
4. Vendor will be able and prepared to dispatch a qualified technician to district site within four hours.
5. Pricing will show installation costs, any service charges, include 1 year manufacture support per device and any other costs or fees.

II. PERIOD OF CONTRACT

Portales Municipal Schools is seeking a one year contract.

III. SCHEDULE

Work will start once determination letter is issued and work must be completed before 7/1/2024.

	Date	Task	Time	Additional Info
1	12/28/2022	Get Legal Ad to Newspaper for Sunday Paper		
2	1/1/2023	Printed in Paper		
3	1/2/2023	Issue RFP-Posted on Website		
4	1/2/2023	RFP Posted to USAC (28 Days)		
5	1/8/2023	Printed in Paper		
6	1/18/2023	Deadline to Submit Written Questions	4:00	Email to: jgriffith@portalesschools.com
7	1/20/2023	Response to Questions		
8	1/30/2023	Submission of RFP Due	12:00	Upload to USAC
9	1/31-2/1/2023	Proposal Evaluation Period		
10	2/13/2023	Board Approval	6:00	LC Cozzens Administrative Offices 501 S Abilene Ave Portales, NM 88130
11	2/14/2023	Determination Letters Mailed		
12	2/28/2023	Protest Deadline	3:00	LC Cozzens Administrative Offices 501 S Abilene Ave Portales, NM 88130
13	3/1/2023	Issue Purchase Order & Sign Contract		
14	3/1/2023	Uploaded to USAC		

IV. INSTRUCTIONS TO SERVICE PROVIDERS

All questions should be directed to the District Representative, Joy Griffith, via email at jgriffith@portalesschools.com.

Interested respondents are asked to contact the District Representative only by email regarding this RFP.

The superintendent will sign the contract with the awardee on 3/1/2023 (permission by the Board allowing signing of the contract will take place at the 2/13/2023 Board meeting). The Chief Procurement Officer (CPO), Sarah M. Stubbs, will issue a determination letter that will notify the selected Service Provider of the award based upon conformity to the criteria on 2/14/2023. All other applicants will receive notification of the selection via a determination letter by the CPO mailed 2/14/2023. The CPO determination will be approved at the Districts regularly scheduled Board meeting on 2/13/2023.

The District reserves the right to accept or reject, any or all submittals, and selects the Service Provider that is deemed to be in the District's best interest.

Proposals must be submitted by 12:00 PM, MST on 1/30/2023. Late proposals will not be included in the evaluation process.

V. RIGHT TO PROTEST

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. The Protest Manager is the Chief Procurement Officer, Sarah M. Stubbs, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts on 3/7/2022 and will end at 3:00 pm Mountain Standard Time/Daylight Time on 3/21/21. 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 the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Protest Manager. The address to send that Protest and all supporting documentation to is:

Sarah M. Stubbs
Chief Procurement Officer
501 S Abilene Ave
Portales, NM 88130

Protests received after the deadline will not be accepted.

VI. RFP APPLICANT QUALIFICATIONS AND STATEMENTS

1. Please provide your Service Provider Information Number (SPIN) with your RFP submission.
2. Please provide a signed copy of the Campaign Disclosure Form located at the end of this RFP.
3. Before you submit a bid please ensure you understand and can comply with the E-Rate system as outlined in the link below. <https://www.usac.org/e-rate/service-providers/before-you-begin/>

VII. RFP SUBMITTAL EVALUATION CRITERIA

RFP submittals will be evaluated according to the following criteria and weight, based on USAC Bid

Assessment Worksheet.

Criteria / Weight

1. Price / 25%
2. Understanding of Needs / 20%
3. Prior Experience / 15%
4. Personnel Qualifications / 10%
5. Service Times (dispatch and repair) / 15%
6. Local Vendor (within 250 miles) 15%

Total Overall Ranking Possible 100%

VIII. LEGAL REQUIREMENTS

1. The entity filing the FCC Form 470 must ensure that the competitive bidding process is open and fair: All bidders must be treated the same.
2. No bidder can have advance knowledge of the project information.
3. There are no secrets in the process - such as information shared with one bidder but not with others - and that all bidders know what is required of them.
4. Notice of Penalties
The Procurement Code, §13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
5. In addition, the value of free services (e.g., price reductions, promotional offers, free products) must generally be deducted from the pre-discount cost of funding requests.
6. Incurring Cost
Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. Amended Proposals
An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not merge, collate, or assemble proposal materials.
8. Offeror's Right 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 addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.
9. Disclosure of Proposal Contents
The contents of all submitted proposals will be kept confidential until the final award has been completed by the District. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:
 - a. Proprietary and Confidential information is restricted to:
 - i. confidential financial information concerning the Offeror's organization;
 - and

- ii. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.
- c. IMPORTANT: 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 proprietary or confidential materials, the District shall examine the 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 proprietary or confidential information.

10. No Obligation

This RFP in no manner obligates Portales Municipal Schools to the use of any Offeror's services until a valid written contract and/or a valid Purchase Order is awarded and approved by appropriate authorities.

11. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the Portales Municipal School District. Either party may terminate this contract as follows:

A. Termination by the vendor

- 1. The vendor may terminate this contract only if Portales Municipal School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the district fails to cure the noncompliance within ten (10) days, or by written mutual agreement between the vendor and the district.

B. Termination by the district

1. For Cause

- i. The occurrence of either one of the following events will justify termination for cause:
 - a. Vendor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply suitable materials or equipment).
 - b. Vendor's violation in any substantial way of any provisions of this contract.
- ii. If either one of the events identified above occur, the district may, after giving vendor (and the surety, if any) ten (10) days written notice, terminate the service of vendor, exclude vendor from site, and take possession of the work. Vendor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- iii. Where vendor's services have been so terminated by the district, the termination will not affect any rights or remedies of district against vendor then existing or which may thereafter accrue. Any retention or payment of moneys due the vendor by the district will not release the vendor from liability.

C. For Convenience

- 1. Upon ten (10) days written notice to vendor, Portales Municipal Schools may without cause and without prejudice to any other right or remedy of Portales Municipal Schools elect to terminate the contract.
- 2. In such case, vendor shall be paid (without duplication of any Items):
 - a. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,

- b. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

D. Vendor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

12. Sufficient Appropriation

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

13. Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

14. Governing Law

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

15. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential 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.

16. Clarifications from Offerors

The Chief Procurement Officer may, at the request of the Evaluation Committee, request clarifications on information submitted by any and all Offerors.

17. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee and/or CPO.

18. Competition

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

19. Indemnification

The Offeror shall be responsible for damage of persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his/her employees, agents or subcontractors. The Offeror shall save and hold harmless the staff of and the Portales Municipal School District against any and all lost, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the contractor operation shall be repaired and /or restored to their original condition at the contractor's expense.

20. Insurance (if applicable)

The successful Offeror shall purchase and maintain statutory limits of Worker's

Compensation, and Public Liability and Automobile Liability insurance approved by PMSD at the time of contract award. The Portales Municipal School District shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

Professional Liability	\$1,000,000/occurrence
Commercial General Liability:	
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Automobile Liability: Combine Single Limit	\$500,000
Worker' Compensation	Statutory
Employer's Liability:	
Each Occurrence	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work. Contractor agrees to hold harmless and indemnify the school for liability arising out of the negligent activities of the Contractor.

21. Procurement Under Existing Contracts

In accordance with NMSA 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by the Portales Municipal School District.

22. Equal Employment Opportunity

- 1) Portales Municipal Schools is an Equal Opportunity Employer (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 2) Portales Municipal Schools is also in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.
- 3) The Portales Municipal School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Superintendent, Portales Municipal School District, 501 S Abilene Ave, Portales, NM 88130. Phone 575-356-7000.

23. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

24. Buy American Requirement

The proposer agrees to comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. Vendors are required to check state specific requirements to ensure compliance with this requirement.

25. Minority, Small, and Women's Firms

- 1) Contracting with small and minority firms, women's business enterprises and labor surplus area firms; the grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- 2) Affirmative steps shall include:
 - a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - e) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - f) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

26. Davis-Bacon Act (40 U.S.C. 3141-3148)

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract RFP 2122-205 ANCILLARY SERVICES 20 | Page must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

27. Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding district.

28. Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

29. Energy Policy and Conservation Act

Proposer must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

30. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

31. Jessica Lunsford Act

The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the respondent agrees that all of its employees who provide or may provide services under this agreement have completed all background screening requirements. Respondent agrees to bear any and all costs associated with acquiring the required background screenings.

32. Debarment/Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A business (contractor, subcontractor or supplier) that has either been debarred or

suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the district and shall not be considered for award of the contract during the period for which it is debarred or suspended with the district.

23. Conflict of Interest

By submitting a proposal, the proposer certifies that he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the district. The proposer also certifies no relationship exists between the proposer and the district that interferes with fair competition or is a conflict of interest; and no relationship exists between proposer and another person or firm that constitutes a conflict of interest that is disadvantageous to the district.

24. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of School Board President, Vice President, or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

25. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
- (i) is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - (ii) has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - (b) violation of Federal or state antitrust statutes related to the submission of offers;
 - or
 - (c) the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - (iii) is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - (a) has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - (b) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (c) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (d) Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or

- a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
 - E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
 - F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

IX. QUESTIONS AND COMMUNICATION

All questions must be submitted in writing via email to:

Joy Griffith, Technology Coordinator
jgriffith@portalesschools.com

The deadline for submitting questions is 1/18/2023. A one-time response to the questions will be provided no later than 1/20/2023.

Vendors can schedule a walk through on 1/11/2023 by appointment only.

All responses, as well as, the selected service provider will be available to view on our website under RFP 22-23-0004 Wireless Equipment & Installation info at this address:

<http://www.portalesschools.com/> then click on the tab RFP/RFI bids

Thank you for your time and effort in responding to this RFP.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal. **FOR THIS SOLICITATION THIS WOULD REFER TO MEMBERS OF THE LOS ALAMOS SCHOOL BOARD.**

“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)

--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)