



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

Date Issued: June 21, 2016

Request For Proposals Number: RFP#2016-015-IT

TITLE: Category 2 E-Rate Services for Rio Rancho Public Schools and Libraries Consortium

Submittal Due Date: July 19, 2016 Time: 12:00 PM

**Non-Mandatory Pre-Proposal Conference: June 28, 2016 9:00 am
Location: Training Room 1, Rio Rancho Public Schools 500 Laser Rd**

Rio Rancho Public Schools (“RRPS”) wishes to establish price agreements for the purchase of **network equipment, services, and cabling installation** that are included in USAC’s e-Rate Category 2 Eligible Services List.

RRPS, on behalf of the consortium, in accordance with the posting of USAC Form 470 for fiscal year 2016, invites established providers of **network equipment, services, support, and installation** to submit proposals for one, multiple, or all of the items as described and 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.

Note, the purchase of the equipment/services will be contingent upon receipt of e-Rate funding, approval of next year’s fiscal budget, and approval of matching funds through the State BDCP program.

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. It is anticipated that the initial term of any resultant agreement for stated services shall be period of one (1) year, with the option to renew for seven (7) additional one (1) year terms, for a maximum term of eight (8) years (ref: 13-1-150, NMSA 1978).

PROPOSAL SUBMITTALS

Proposal submittals must be submitted to the submittal address identified below no later than the stated Submittal Due Date and Time shown above. All information must be entered 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, Room 206
500 Laser Road NE
Rio Rancho, New Mexico 87124

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

Tom Weeks, Chief Procurement Officer

Rio Rancho Public Schools

500 Laser Road, Rio Rancho, New Mexico 87124

Telephone: 505-962-1143 E-mail: tom.weeks@rrps.net

OTHER INFORMATION

Number of submittals required: One (1) original and four (4) copies; at least one electronic copy

Terms: F.O.B. Destination
Net 30

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.

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 **June 30, 2016**, to the Chief Procurement Officer. 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 website at <http://tinyurl.com/rrps-web-rfp> and posted in the E-rate Productivity Center (EPC).

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I. INTRODUCTION

A. PURPOSE OF THE REQUEST FOR PROPOSAL:

The RIO RANCHO PUBLIC SCHOOLS (RRPS) Purchasing Department is accepting Proposals for **NETWORK EQUIPMENT AND CABLING INSTALLATION** on behalf of Rio Rancho Public Schools and Rio Rancho Libraries.

B. SUMMARY SCOPE OF WORK:

Rio Rancho Public Schools (RRPS) is seeking a vendor(s) to provide **network equipment (WAPs, switchgear, UPS battery backups), cabling installation, and managed services.**

Background

Rio Rancho Public Schools was founded in 1985 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. The proposed services must be scaled to support the entire system.

Rio Rancho Library System consists of two locations. The main library is 32,000 square feet and the branch is 12,250 square feet. Loma Colorado Main Library is a close neighbor of the Rio Rancho High School.

Proposal documents can be downloaded from the RRPS website at <http://tinyurl.com/rrps-web-rfp>. Offerors may submit a proposal to include one or more of the requested services (described in Section VI, A). Multiple awards may be granted.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. EXPLANATION OF EVENTS

1. **Submission of Proposal:** All offeror Proposals must be received for review and evaluation by the Chief Procurement Officer 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 Chief Procurement Officer. 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. **Any questions or requests for clarification** concerning this RFP solicitation should be submitted in writing, utilizing the format prescribed within Appendix A, by **June 30, 2016**, to the Chief Procurement Officer. 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 website at <http://tinyurl.com/rrps-web-rfp>.

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.

4. **Contract Award:** After review and recommendation of the Evaluation Committee Report the RRPS Board will formally authorize 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.

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 following the posting of legal notice. The fifteen (15) calendar-day protest period regarding contract award shall begin on the date the notice of award has been posted to the RRPS Procurement website and end at the close of business on the 15th day following the posting. 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.

B. INSTRUCTIONS TO OFFERORS

1. **ACKNOWLEDGEMENT OF ADDENDA.** Offerors shall acknowledge receipt of any addenda to this Request For Proposals by identifying the addenda number and date in the space provided on the RFP Offer Signatory Form (Exhibit B).

2. **AWARD INFORMATION.** Award information will be posted in the reception area of the Purchasing Department and on the Purchasing Department Home Page.

3. **AWARDS – MULTIPLE.** Proposals may be submitted by Offerors for one or more of the requested services (**WAPs, switchgear, UPS battery backups, support, service, and/or cabling installation**). Multiple awards may be granted. RRPS reserves the right: 1) to award on the basis of an individual service, or groups of services, or on the entire list of services; 2) to reject any or all proposals or any part thereof; 3) to accept the proposal that is in the best interest of RRPS. RRPS will base awards primarily on Offerors' qualifications and most cost-effective rates, services and pricing structure.
4. **CANCELLATION.** The District reserves the right to cancel without penalty, this Invitation, any resultant purchase order, or any portion thereof for unsatisfactory performance or unavailability of funds.
5. **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 that 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.
6. **LATE SUBMISSIONS.** Late submissions of bids will not be considered unless it is determined by the District that the late receipt was due solely to mishandling by the District or the bid is the only bid received. All other late submissions will be returned unopened.
7. **MODIFICATIONS.** Only modifications received prior to the date and time specified for the bid closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the bid submittal may be requested by the Buyer following the opening.
8. **NUMBER FOR BID CLARIFICATION.** The Offeror should include a local or toll-free number for bid clarifications. Failure to do so may result in the bid being classified as non-responsive.
9. **NUMBER OF COPIES OF BID.** Please submit the number of copies of your bid and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your bid being considered non-responsive.
10. **PERIOD FOR OFFER ACCEPTANCE.** The Offeror agrees, if his bid is accepted within 90 calendar days of the closing date, to furnish any and all item(s) and/or services at the prices set forth in his/her bid, 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.
11. **PUBLIC INFORMATION.** All information, except that classified as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
12. **REJECTION OF BIDS.** The District reserves the right to award bids based on price and any other evaluation criteria contained herein, to reject any and all bids or any part thereof, and to accept the bid that is in the best interest of the District.

13. **SUBMISSIONS OF DRAWINGS/LITERATURE.** The submission of samples, drawings and literature to be used in the evaluation of the bid, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the District. Returns shall only be made at the Offerors request and expense.
14. **TELEGRAPHIC BIDS.** Telegraphic bids will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, bids may be modified by telegraphic notice, provided that the notice is received by the time and date specified for the closing.
15. **WITHDRAWAL OF BIDS.** Bids may be withdrawn by written notice, telegram or in person by a offeror or an authorized representative any time prior to the award. Bids requiring bid security will result in forfeiture of the security if the bid is withdrawn following the opening.
16. **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 bids 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 RRPS.
17. **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 bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department.
18. **RESIDENT VETERAN PREFERENCE.** *In addition, the attached "Resident Veteran Preference Certification" form (Exhibit D) must filled out, signed and accompany any Bid submittal from any business wishing to receive consideration for resident veteran's preference.*
19. **OFFEROR DEFINED.** Reference to the terms offeror, seller, service provider, offeror, 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.

C. 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 III. 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 bid 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 bid 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 bid 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 bid 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 bid 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 bid 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."

1. ACCEPTANCE AND REJECTION. If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the District is entitled to revoke acceptance of the goods and/or services the District 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 the District's option. Seller shall reimburse the District 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.

2. 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
500 Laser Road NE
Rio Rancho, New Mexico 87124

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

4. ASSIGNMENT. A resultant Purchase Order may be assignable by the District. Except as to any payment due hereunder, the Purchase Order may not be assignable by Seller without the prior written approval from the District.

5. BID SECURITY. (*INTENTIONALLY LEFT BLANK*)

6. 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.

7. 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.

8. CHANGES. The District may make changes within the general scope of a 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 the Purchase Order, an appropriate equitable adjustment will be made. No change by Seller shall be recognized without the prior written approval of the District. 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.

9. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after an award can only be made if agreed to in writing by the District.

10. CLEAN UP. (*INTENTIONALLY LEFT BLANK*)

11. CONFLICT OF INTEREST. Seller shall disclose to the District Purchasing Department the name(s) of any District employee or member of the RRPS Governing Board who has a direct or indirect financial interest in the Seller or in the proposed transaction. A District employee (or Board member) 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/Regent 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 the District Purchasing Department.

12. 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 bid submittal being considered non-responsive.

13. COST ANALYSIS/BREAKDOWN REQUIRED. A cost analysis or breakdown of the bid offer is required to be submitted with your response. The cost analysis information may be marked as confidential information if it includes information considered to be proprietary to your operation. The total bid cost will not be considered confidential.

14. 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.

15. **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.

16. **DISCLOSURE OF BID SUBMITTAL CONTENTS:** The bid submittals will be kept confidential until after a contract award has been made. At that time, all bid submittals and documents pertaining to the bid 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 bid 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 bid submittal in order to facilitate eventual public inspection of the non-confidential portion of the bid 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 bid 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 bid submittal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the bid submittal will be disclosed. The bid submittal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

17. **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 itemized invoice has been received by the District'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.

18. **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 from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. 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.

19. **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.

20. **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.

21. EQUIPMENT REQUIRED. (*INTENTIONALLY LEFT BLANK*)

22. FOREIGN PAYMENTS. Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.

23. FINANCIAL STATEMENT REQUIRED. All Offerors may be required to submit with their bid submittal an audited Financial Statement from the end of their most recent fiscal year.

24. F.O.B. Unless stated otherwise, the price for goods offered shall be F.O.B. the place of destination, and the place of destination is the District's designated campus address.

25. GOVERNING LAW. This solicitation and any resultant Purchase Order/Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

26. GRAMM-LEACH-BLILEY ACT. Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, Rio Rancho Public Schools ("District") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of the District. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of the District, implement appropriate security measures to protect confidential Customer Information of the District.

Service Provider shall not use or disclose covered data and information received from or created on behalf of the District except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the District. Upon becoming aware of a security breach in which District Customer Information is used or disclosed in a manner not authorized or covered by this Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to the District any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by the District and required by law.

Upon termination, cancellation, expiration or other conclusion of this Agreement, Service Provider shall return to the District covered Customer Information and data unless the District requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Agreement.

Within such 30-day period, Service Provider shall certify in writing to the District that such return or destruction has been completed. To the extent return or destruction is not feasible; this Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines “financial institution” as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including “making, acquiring, brokering, or servicing loans” and “collection agency services”. Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that the District has obtained from a customer in the process of bid offering a financial product or service including bid offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by the District to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider’s own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of the District.

27. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** If applicable, the parties agree to enter into a mutually acceptable amendment to a resultant purchase Order/Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

28. **INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the District 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 the District is not Seller's sole or only client or customer.

29. **INSPECTION.** The District may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of a resultant Purchase Order/Agreement. 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 and/or terms of agreement.

30. **INSPECTIONS, SELLER.** The Seller shall be responsible for securing at Seller’s expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this RFP.

31. **INSTRUMENTALITIES.** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in the Purchase Order/Agreement.

32. **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.

33. **LICENSES/PERMITS/EASEMENTS.** *(INTENTIONALLY LEFT BLANK)*

34. **MINIMUM WAGE RATES AND PAYROLL SUBMITTALS.** *(INTENTIONALLY LEFT BLANK)*

35. **NEW MATERIALS REQUIRED.** *(INTENTIONALLY LEFT BLANK)*

36. **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.

37. **OPTION TO RENEW.** The District reserves the option to renew any resultant Purchase Order/Price Agreement if such renewal is mutually agreed to and found to be in the best interest of the District. These renewal options will be exercised in increments as indicated in the bid submittal specifications, or if not stated, in one-year terms. Renewals shall be in accordance with Section 13-1-150 NMSA.

38. **OTHER APPLICABLE LAWS.** Any provision required to be included in this solicitation or resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

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

Work Made for Hire - For the consideration payable under a resultant Purchase Order/Agreement, the work product required by the Purchase Order/Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. RRPS shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to RRPS and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Purchase Order/Agreement to RRPS.

Inventions. For the consideration payable under a resultant Purchase Order/Agreement, the Seller agrees to report any invention arising out of the Work required by the Purchase Order/Agreement to RRPS. RRPS shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Seller or member of the consulting team as part of the performance of Work. The Seller hereby assigns all right, title and interest in and to inventions made in the course of the Work to RRPS and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Seller shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Purchase Order/Agreement to RRPS.

Survival of Provision. This provision shall survive expiration and termination of the Purchase Order/Agreement.

40. **PATENT AND COPYRIGHT INDEMNITY.** Seller shall indemnify, defend and hold harmless the District 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.

41. **PAYMENT TERMS.** Upon written request from Seller for payment, the District 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.

42. **PAYROLL OR EMPLOYMENT TAXES.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the District 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. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

43. **PROTECTION OF CONFIDENTIAL DATA.** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider.

Acknowledgment of Access to CDI: Service Provider acknowledges that the Purchase Order/Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of

Institution (or its students) except as permitted or required by the Purchase Order/Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

Return or Destruction of CDI: upon termination, cancellation, expiration or other conclusion of the Purchase Order/Agreement. Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all sub-contractors used by Service Provider.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this Purchase Order/Agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

Indemnity: Service Provider shall defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Purchase Order/Agreement.

Note: Inclusion of data by students into the terms of the contract will depend upon the contract and may not be needed."

44. PUBLIC WORKS PERFORMANCE AND PAYMENT BONDS: *(INTENTIONALLY LEFT BLANK)*

45. REFERENCES REQUIRED. The Offeror must furnish a minimum of three (3) references of organizations and/or businesses that Offeror has provided with similar goods and/or services. Preferably, RRPS references should not be given as one of the three (3) references. 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. Failure to submit the information may result in the Offeror's bid 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 bid submittal of any Offeror who is not a responsible Offeror or fails to submit a responsive bid submittal as defined in Section 13-1-83, and Section 13-1-85 NMSA 1978.

46. **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.

47. **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 ten years after termination of the Agreement, and will allow access for inspection by Rio Rancho Public Schools, **Rio Rancho Libraries**, 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.

48. **REIMBURSABLE TRAVEL AND LIVING EXPENSES.** Any pre-negotiated travel and living expenses that Offeror may incur in providing RRPS goods and/or services pursuant to an Agreement, are limited to reimbursement for the actual cost of commercial “coach” airline travel; per diem meal reimbursement limited to the rate established by the Internal Revenue Services (per diem reimbursement includes the cost of food, beverages, and gratuities); lodging at a hotel, and car rental as established with selected rental agencies as per RRPS’s web site: <http://www.RRPS.edu/~purch/priceagree.html> . RRPS will not reimburse for any other travel and/or living expenses.

49. **RIGHT TO PROTEST.** This solicitation or the award of an RFP may be protested as per RRPS Purchasing Department Protest Procedures.

50. **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.

51. **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.

52. **SITE INSPECTION.** The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.

53. **SITE FAMILIARITY.** The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this solicitation will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.

54. **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.

55. **TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS):** *(INTENTIONALLY LEFT BLANK)*

56. **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.

57. **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.

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

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.

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.

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.

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. CONFLICT OF INTEREST

Seller shall disclose to RRPS Finance 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 Finance Department.

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.

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.

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.

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.

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.

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.

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.

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.

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 of 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.

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.

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.

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.

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.

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.

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.

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.

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. All applicable UCC warranties express and implied are incorporated herein.

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.

24. CAMPAIGN DISCLOSURE

a) 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.

b) 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.

c) 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.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES:

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

B. PROPOSAL FORMAT:

All Proposals must be typewritten on standard 8½ x 11 paper (larger paper is permissible for spreadsheets) and placed within a binder with tabs delineating each section. Proposal submittals shall not exceed 30 single sided pages of a font no smaller than 12pt.

1. **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.

Note, any proposal that does not adhere to these general requirements, format and organization may be deemed non-responsive and rejected on that basis.

Evaluation Criteria V through VIII

Exhibit A – RRPS Supplier Conflict of Interest and Debarment/ Suspension Cert. Form

Exhibit B – Offer Signatory Form

Exhibit D – Resident Veteran Preference Certification

Appendix B – References

2. Note, qualified offerors will be entitled to in-state Vendor/Veteran preference as provided for pursuant to Section 13-1-21, NMSA 178.

IV. EVALUATION PROCESS & CRITERIA

A. EVALUATION PROCESS

1. All offeror Proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. Vendors are encouraged to submit Proposals for one or more of the requested items. All prices shall be F.O.B. Destination and shall include all delivery and unloading into the destination building.
3. Responsive Proposals will be evaluated based upon the stated evaluation factors identified within this Section, which have been assigned a point value. The responsible offerors with the highest scores may be selected as finalist offerors based upon their Proposal submittal. Finalist offerors who are asked to submit revised Proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose Proposal is most advantageous to RRPS, taking into consideration the evaluation factors, will be recommended for contract award.
4. Any questions concerning the evaluation process for this RFP should be submitted in writing to the RRPS Chief Procurement Officer. All responses will be in writing and posted as amendments on the website at <http://tinyurl.com/rrps-web-rfp> and in EPC. For any questions concerning the project process or scheduling during the selection process, or for project management information, please contact the Chief Procurement Officer.

B. EVALUATION CRITERIA POINT SUMMARY: 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 **for each of the eligible goods and services** listed in section VI A. For any given category, the proposal that is deemed to be in the best interest of RRPS, shall be selected for award.

<u>Factors for each of the Eligible Goods and Services</u>	<u>Points Available</u>
Qualifications, Experience, and References	25 points
Compatibility with Current Infrastructure	35 points
Pricing of E-Rate Eligible Goods and Services	40 points
Total	100 points

V. QUALIFICATIONS, EXPERIENCE, AND REFERENCES (25 possible points)

RRPS may make such investigations as necessary to determine the ability of the Offerors to provide and perform services. Offerors shall furnish all such data for this purpose as RRPS may request. RRPS reserves the right to reject any proposal if the evidence submitted by, or investigation of, proves the bidding Offeror is not qualified to carry out the obligations of the contract and/or furnish the services described herein.

Offeror shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education, such as, but not limited to, no smoking or alcoholic beverages on RRPS property. As a general rule, any such regulation or law applying to RRPS personnel shall be deemed to be in force for the Service Provider's employees occupying any district work site.

Submitting Offerors must have a valid Schools and Library Division (SLD) Service Provider Identification Number (SPIN) and be in good standing with the program and its rules and regulations. The SPIN must be included on Exhibit B, Offer Signatory Form, to be submitted with RFP package.

- A. Provide a short company profile, including years in business, gross earnings of previous fiscal year, number of employees. Does your company have a local office in the Albuquerque / Rio Rancho metro area? What is your primary line of work?
- B. The Offeror must furnish a minimum of three (3) references of organizations and/or businesses that Offeror has provided with similar goods and/or services. Preferably, RRPS references should not be given as one of the three (3) references. 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)
- C. The Offeror must meet or exceed all insurance requirements (Exhibit C).
- D. Please include local vendor and veteran business information.
- E. English speaking project managers, supervisors, lead journeymen, and/or lead technicians are required.

VI. ELIGIBLE GOODS AND SERVICES REQUESTED

A. Wireless Access Points:

- Quantity - (314) Three Hundred Fourteen, Aruba IAP-215, or equal performance, wireless access points.
Please see attached Mfgr. Spec Sheet (Aruba IAP-215 WAP - Spec Sheet.pdf)
- Quantity - (25) Twenty-Five, Aruba IAP-325, or equal performance, wireless access points.
Please see attached Mfgr. Spec Sheet (Aruba IAP-205h WAP - Spec Sheet.pdf)
- Quantity - (69) Sixty-Nine, Aruba IAP-205H, or equal performance, wireless access points.
Please see attached Mfgr. Spec Sheet (Aruba 320 (325) Series WAPs - Spec Sheet.pdf)

B. Network Switches and Transceivers:

- Quantity - (72) Seventy-Two, HP Transceivers (J4858C)
Please see attached Mfgr. Spec Sheet (HP Transceiver - J4858C - Spec Sheet.pdf)
- Quantity - (1) One, Aruba 3810 M (JL076A) Network Switches
Please see attached Mfgr. Spec Sheet (Aruba 3810 M Switch (JL076A) - Spec Sheet.pdf)
- Quantity - (18) Eighteen, Aruba 2530 PoE+ 8G (J9774A) Network Switches
Please see attached Mfgr. Spec Sheet (*Aruba 2530 Series POE Switches - SpecSheet.pdf*)

- Quantity - (17) Seventeen, Aruba 2530 24G POE+ 2SFP+ (J9854A) Network Switches
Please see attached Mfgr. Spec Sheet (Aruba 2530 Series POE Switches - Spec Sheet.pdf)
- Quantity (11) Eleven, HPE 24-port Gig-T PoE+ v2 zl Module (J9534A)
Please see attached Mfgr. Spec Sheet (*HPE 24-port Gig-T PoE+ v2 zl Module (J9534A) Spec Sheet*)

C. Uninterruptable Power Supplies (UPS's):

- Quantity - (20) Twenty APC Smart-UPS SMT3000RM2U, or equal performance, uninterrupted power supplies.
Please see attached Mfgr. Spec Sheet (APC Smart-UPS SMT3000RM2U - Spec Sheet.pdf)
- Quantity – (2) Two APC Smart-UPS 2200VA LCD 120V
Please see attached Mfgr. Spec Sheet (APC Smart-UPS 2200VA LCD 120V - Spec Sheet.pdf)

D. Wireless Access Points Installation and Cabling:

RRPS will require installation of many of the newly purchased wireless access points (WAPs). See chart on the next page. More details will be provided at the pre-proposal conference, which will also include the opportunity to visit school sites. Installation may include any or all of the following:

- New data cabling runs as required
- Mounting and testing of the WAPs
- Replacing existing WAPs
- Relocating existing WAPs

Installation Locations and Number of Required New Cabling Runs and Moves

Rio Rancho Public School Sites	Address	New WAP Installation	Possible Existing WAP Moves
V Sue Cleveland High School	4800 Laban Rd NE	55	46
Independence High School		0	0
Rio Rancho Cyber Academy	1330 Jackie Rd SE	10	0
Rio Rancho High School	301 Loma Colorado, NE	61	42
Eagle Ridge Middle School	800 Fruta Rd NE	27	12
Lincoln Middle School	2287 Lema Rd. SE	25	9
Mountain View Middle School	4101 Montreal Lp NE	27	10
Rio Rancho Middle School	1600 Loma Colorado Blvd NE	55	23
Cielo Azul Elementary	3804 Shiloh Rd NE	17	6
Colinas del Norte	1001 Night Sky Ave NE	14	10
Enchanted Hills Elementary	5400 Obregon Rd NE	6	0
Ernest Stapleton Elementary	3100 Stapleton Ave NE	14	4
Maggie Cordova Elementary	1500 Veranda Dr SE	13	6
Martin Luther King Jr. Elementary	1301 Nicklaus Dr SE	11	0
Puesta del Sol Elementary	450 Southern Blvd. SE	4	0
Rio Rancho Elementary	4601 Pepe Ortiz Rd SE	6	1
Sandia Vista Elementary	6800 Franklin Rd SE	16	5
Vista Grande Elementary	7001 Chayote Rd	9	0
Shining Stars PreSchool	4477 9th Ave NE	0	0
District Office	500 Laser Rd NE	0	0
District Transportation	1804 Idalia NE	0	0

F. Wireless Access Management (i.e. Managed Internal Broadband Services (MIBS)) and Support for Rio Rancho Public Libraries (RRPL). The services requested by RRPL must meet the E-rate eligibility requirements for MIBS. If only a portion of the services are eligible the bidder must clearly identify the E-rate eligible portion of the charges.

XI. PRICING (35 possible points)

- A. Please provide detailed pricing broken down by line item.
- B. The price of the eligible products and services will be the highest weighted factor, but not the only factor taken into consideration.
- C. Please note that Service Providers must ensure that the lowest corresponding price (LCP) is provided to applicant as required by 47 CFR Part 54, Section 54.500(f), see <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for additional information.

EXHIBIT A

RIO RANCHO PUBLIC SCHOOLS SUPPLIER 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 District of New Mexico employee, Regent 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 bid 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 bid 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: _____

EXHIBIT B - OFFER SIGNATORY FORM

THE FOLLOWING BIDDER 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 bid 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 Bidder has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Bidder 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:** _____

E-RATE / SLD SPIN _____

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's 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 one box only

__I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

__I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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 unaward of the procurement involved if the statements are proven incorrect.

APPENDIX A

**RFP Question Submittal Form
RFP#2016-014-IT**

All written questions must be addressed to the Buyer for this RFP. Bidders are to submit written questions using the format below. Written responses to the questions received will be distributed by RRPS's Purchasing Department as an Amendment/Addenda to this RFP solicitation.

Question #	Reference Page/Paragraph/Sec	Question

**APPENDIX B
RIO RANCHO PUBLIC SCHOOL DISTRICT**

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: (Do not write in this area - for RRPS use only)

2. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: (Do not write in this area - for RRPS use only)

3. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: (Do not write in this area - for RRPS use only)

