

**SCOPE OF WORK:**

Taos Municipal School District (TMSD) is requesting bids for the following E-rate eligible Category Two equipment: Firewall/Routers, Switches, Wireless Access Points, and Licenses across the municipal area network. The District is also looking for full installation of the equipment detailed in the bid pricing sheet, including physical installation, advanced configuration for Static IP information, configuration of VLANs to match port maps of existing switches, movement of all patch cables, fiber jumpers and uplinks from existing switches to new switches. The District requires thorough documentation of all installed networking equipment and configurations. For a complete list of equipment and details, please see the bid pricing sheet attached.

**SPECIFIC TERMS AND CONDITIONS:**

1. This contract may be awarded to one or split among multiple vendor(s) as determined to provide the best value to Taos Municipal School District. TMSD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.
2. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
3. Evaluation of pricing will be based on the total eligible extended cost to be submitted on the “**Taos\_Bid\_Pricing\_Sheet\_Cat 2\_2021**”.

Evaluation Criteria	Point Value
Price of E-rate Eligible Goods and Services	30
Business Profile, References, Experience and Reliability	15
Compliance with Proposal Requirements	10
Combatibility with Existing Network Equipment	15
Vendor’s past relationship with the district	15
Methodology and Approach to Scope of Work Include information of the methodology and approach to the requested scope of work of this RFP.	15
<b>Total Points</b>	<b>100</b>

**4. Timetable:**

Release CSP	December 21, 2020
Voluntary Walk-through	January 6, 2021- 1:00 p.m. MST
Deadline for Questions	January 7, 2021 - 2:00 p.m. MST
Respond to Questions by	January 11, 2021
Deadline for Submittal of Proposal	February 8, 2021 -2:00 p.m. MST
Award of Contract	No later than March 25, 2021
Service Start Date	July 1, 2021

5. **Voluntary Walk-through:** E-mail Maria Jeantete at maria.jeantete@taoschools.org to RSVP for walk-through on Wednesday, January 6, 2021 at 1:00 pm MST.  
 All vendors should meet at: Taos High School, 134 Cervantes St, Taos, NM 87571

6. **Communications:** All questions received and the corresponding answers will be distributed to all bidders. **No verbal responses will be provided.** The deadline for questions about this proposal will be 2:00 p.m. MST, January 7, 2021. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, companies supplying quotations should email maria.jeantete@taoschools.org to answer any and all questions. Responses to questions will be posted to the FCC Form 470 in the EPC portal on January 11, 2021. **The vendors will be responsible for checking the website for any posted addenda.**

**All vendor communications must be submitted via email:**

Maria Jeantete  
Taos Municipal Schools District  
310 Camino de la Placita  
Taos, NM 87571  
Telephone: 802-673-4661  
Email: maria.jeantete@taoschools.org

**Deadline for Submittal: We must receive your response to this CSP by 2:00 p.m. MST on February 8, 2021 at the Taos Municipal School District Administration office, 310 Camino de la Placita, Taos NM 87571. Proposals received after this time and date will not be considered. If District Offices are closed due to unforeseen weather or other extenuating conditions, the deadline for submission will be extended to Wednesday, February 10, 2021 at 10:00 am MST. Absent an unforeseen event that cause closure of the district office, the deadline will ONLY be extended via an addendum. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. The time and date recorded in the Purchasing Office shall be the official time of receipt. The District will not accept faxed or emailed proposals.**

7. **Proposal Submittal:** One original and two (2) copies of the proposal, and submission on a USB key must be sealed in an envelope clearly marked on the outside: **CSP #21-C2-RFP – Category Two Equipment**  
**Due: February 8, 2021**  
**Time: 2:00 P.M. MST**

**The USB key must be an exact match of the original. If discrepancies are identified between the copies (including USB key) and the original, the original will be the prevailing document.**

8. **Acceptance:** TMSD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined “Best Value for the District.”
9. Contract shall be put into effect by means of a purchase order(s) executed by the District after proposal has been awarded by the Taos Municipal School District Board of Education.
10. **If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.**
11. Transfer of contract by vendor is prohibited
12. All invoices must be submitted to Taos Municipal School District’s Billing address:

**Taos Municipal Schools  
Attn: Accounts Payable  
310 Camino de la Placita  
Taos, NM 87571**

If your company uses any other billing address, Taos Municipal School District will not be responsible for late payments, service charges, etc. TMSD’s purchase order number must be referenced on the invoice.

13. The Taos Municipal School District reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.
14. **References:** Please provide three (3) references, preferably from similar sized school districts in the New Mexico area, who have used your services within the last three years. Additional references may be required.
15. A.

School District

Contact Person

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Address

Telephone #

B. \_\_\_\_\_  
 School District Contact Person

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Address Telephone #

C. \_\_\_\_\_  
 School District Contact Person

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Address Telephone #

16. **INSURANCE:** Copies of the successful contractor's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**Insurance Requirements:**

**Limits:**

A.	General Liability	General Aggregate	\$1,000,000
		Products - Comp/or Agg.	\$1,000,000
	Commercial General Liability	Personal & Adv. Injury	\$1,000,000
	Claims Made Occur.	Each Occurrence	\$1,000,000
	Owner's & Contractor's Prot.	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one person)	\$ 5,000
B.	Automobile liability	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury	
	All Owned Autos	(per person)	
	Scheduled Autos	Bodily Injury	
	Hired Autos	(per accident)	
	Non-Owned Autos	Property Damage	
	Garage Liability		
C.	Umbrella form - Excess liability		
	State the limits that your company carries. _____		
D.	Worker's Compensation	Statutory	
	and	Each Accident	\$ 500,000
	Employers' Liability	Disease - Policy Limit	\$ 500,000
	Disease - Each Employee		\$ 500,000

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Taos Municipal School District.
2. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
3. The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
4. The selected bidder will be required to supply an insurance certificate naming Taos Municipal School District as an additional insured.

**SPECIFICATIONS:**

1. Proposals must include all costs associated with providing service to the district, including but not limited to travel and per diem and any other related charges.
2. The bid pricing sheet "Taos\_Bid\_Pricing\_Sheet\_Cat 2\_2021" should be included with your proposal.
3. Proposed service fees for each piece of equipment should:
  - be shown as separate line item charges,
  - include the E-rate eligibility
4. Proposals should include the service provider's terms and conditions.
5. The District will consider equipment that provides the equivalent functionality of the equipment listed. If the vendor is proposing equivalent equipment, the vendor must provide documentation demonstrating that the substitute equipment provides the same functionality.
6. The quoted pricing must not assume Taos will purchase full quantities listed in the bid. Taos reserves the right to place orders on an as-needed basis and will be under no obligation to order all products/services at once.
7. Licensing for new equipment is requested on all new hardware. Licenses may often be considered by USAC to have a component which it considers to be Basic Maintenance of Internal Connections or Managed Internal Broadband Services, which is the reason Basic Maintenance of Internal Connections and Managed Internal Broadband Services are listed on this Form 470 as well.
8. Bidders to include all costs associated with the installation of the cabling, equipment and components including, but not limited to, configuration, travel, per diem, shipping, installation, etc. Service providers must separate the costs of eligible and ineligible items in all responses.
9. A strong preference will be given to vendors that can provide pricing from a "valid purchasing vehicle." For purposes of this solicitation, a "valid purchasing vehicle" is defined as any purchasing vehicle that will allow the Taos Municipal School District purchase services in a manner consistent with State and Local bidding rules without issuing a formal procurement. Examples of a "valid purchasing vehicle" include existing contracts that were bid in compliance with State and Local Law, State Master Contracts, CES, GSA, NASPO and contracts awarded to other entities where the district can "piggy-back" off that contract. Vendors must clearly identify the "valid purchasing vehicle" that forms the basis of their pricing. The district will be the ultimate arbiter of whether the pricing is based off a "valid purchasing vehicle." The bidder must comply with the terms and conditions of the underlying "valid purchasing vehicle."
10. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service providers responding to this RFP must be currently registered with the SLD and provide valid SPIN identification in the proposal response. For more information, visit the Schools and Libraries Division Website at: [www.usac.org/sl/default.aspx](http://www.usac.org/sl/default.aspx)
11. Service Provider further agrees to submit the "Service Provider Annual Certification" Form (FCC Form 473) for the forthcoming funding year prior to the beginning of the forthcoming funding year.
12. Service Provider shall provide the Service Provider Identification Number ( SPIN ) as assigned by the SLD within the response to this CSP.
13. As required by E-rate rules, all bids in response to this Form 470 must offer the Lowest Corresponding Price ("LCP") see <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Bidders proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on foreign imports are encouraged to (a) identify such products in their bids, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract. Bidders proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration.

Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

14. By submitting a bid on the requested services herein, the vendor certifies its proposed services and/or products are in compliance with Part 47 Section 54.9 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain.

# COMPLIANCE

(REQUIRED LEGAL FORMS)

*All of the following forms must be signed and submitted with your proposal or your bid may be rejected.*

## 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.

**“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 federal, 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) \_\_\_\_\_

\_\_\_\_\_  
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)

\_\_\_\_\_  
Offeror Business Name

SIGN WHERE  
APPLICABLE





# CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

## CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced bids/request for proposals.

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

No employee or board member of Albuquerque 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 Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote 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 Albuquerque Public Schools employee, board member 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 Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

## CERTIFICATION

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



Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

# STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Taos Municipal School District (TMSD) and forever thereafter, to keep confidential all information and material provided by TMSD or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with TMSD, and not to release, use or disclose the same except with the prior written permission of TMSD. This obligation shall survive the termination or cancellation of the Contract between Contractor and TMSD or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to TMSD, a client or customer of TMSD, or to the owner of such information, inadequately compensable in damages and that, accordingly, TMSD or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date