



REQUEST FOR PROPOSAL

Interconnected Voice Over IP Services

RFP No.: 2018-004-VP

Due: November 28, 2017

Time: 2:00 PM MST

Where: Los Lunas Schools
Administration Offices
119 Luna Avenue (if hand delivered)
P.O. Box 1300 (if mailed)
Los Lunas, NM 87031

**Los Lunas Schools
Request for Proposal
Proposal Number 2018-004-VP**

Due: November 28, 2017 at 2:00 PM Mountain Standard Time

This solicitation consists of:

Introduction
Conditions Governing the Procurement
Contract Offer
Contract Acceptance and Award
Terms and Conditions
Project Overview
Explanation of Scoring Matrix
RFP Preparation Instructions
Pricing Sheets
Campaign Contribution Disclosure Form (Appendix A)
Letter of Transmittal Form (Appendix B)
Universal Service E-Rate Requirements (Appendix C)
Sample Service Contract (Appendix D)
VoIP System Requirements (Appendix E)

Offerors are strongly encouraged to carefully read this solicitation thoroughly. Failure to examine any of the requirements will be at the offeror's risk.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Los Lunas Schools (hereafter referred to as the District) seeks proposals to establish a 12-month contract, with the possibility of issuing seven one-year extensions, with Service Providers to provide the following services: **INTERCONNECTED VOICE OVER IP SERVICES** to all of Los Lunas Schools Campuses, including the District's Office. As additional school sites come on line, those sites will be able to be added to this agreement and the "per site" costs will remain the same for the new campuses. Terms will be dictated by E-Rate funding cycles stating allowable contract dates and contract termination dates. This contract may cover both E-Rate eligible and non-eligible items. If eligible and non-eligible items or services are proposed, offerors must break out the non-eligible items and list them as such. **PROPOSERS THAT DO NOT DEMONSTRATE THEIR VOIP SOLUTION MEETS THE FCC DEFINITION OF "INTERCONNECTED VOICE OVER IP SERVICES" WILL NOT BE CONSIDERED.**

B. PROJECT CONTACTS

Any questions concerning the selection process for this RFP should be submitted to the Director of Purchasing listed below. Technical questions regarding the scope of work should be submitted to the district representative.

For questions regarding the selection process:

Vicki Parker, Director of Purchasing
P.O. Box 1300
Los Lunas, NM 87031
(505) 866-8246 Phone
(505) 866-8262 Fax
E-Mail: vparker@llschools.net

C. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Agency" means a state agency or local public body or other qualified purchaser.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" means successful Offeror awarded the contract.

"Department" as used throughout this document shall mean the department of Technology.

"Desirable" The terms "may," "can," "should," "preferably," or "prefers," identify a desirable or discretionary item or factor (as opposed to "mandatory").

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

"District" as used throughout this document shall mean Los Lunas Schools (LLS).

"Entity" means the District for the purposes of Section 13-1-120(B) (6), NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

"Finalist" is defined as an offeror whose proposal meets all of the mandatory specifications of the RFP and whose score on the evaluation factors is sufficiently high to qualify that offeror for further considerations by the evaluation committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the

rejection of the offeror's proposal.

"Multiple source award" means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one offeror.

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

"Owner" is Los Lunas Schools (LLS).

"Price Agreement" means a definite quantity contract or indefinite quantity contract, which requires the contractor to furnish items of tangible personal property or services to a procuring agency, which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procurement Manager" means the person or designee authorized by the Technology Department to manage or administer the procurement.

"Procuring Agency" is Los Lunas Schools (LLS).

"Proposal" is the Offerors response to this RFP.

"Purchase Order" means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing price agreement.

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

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

"Responsive Offer" or **"Responsive Proposal"** means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

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

"User" means the school district staff occupying the facility or facilities, for which a project is being designed.

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

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

The procurement manager will make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	District	October 27, 2017, 2017
2.	Deadline to Submit Questions	Potential Offerors	November 8, 2017
3.	Response to Written Questions	District	November 9, 2017
4.	SUBMISSION OF PROPOSAL	OFFERORS	November 28, 2017, 2:00 PM Local Time
5.	Product Demonstrations (May be requested)	Offerors	December 11, 2017
6.	Proposal Evaluation	Selection Committee	11/28 through 12/11/2017
7.	Selection of Finalists	Selection Committee	12/11/2017
8.	Best and Final Offers from Finalists	Offerors	TBD
9.	Oral Presentations (If Held)	Offerors	TBD
10.	Contract Award	LLS Board of Education	TBD
11.	Protest Deadline	Offerors	15 Days After Contract Award

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A

1. Issue RFP - This RFP is issued by the District in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978.

2. Deadline to Submit Questions: Potential offerors may submit written questions as to the intent or clarity of this RFP until close of business of the date indicated on the Sequence of Events. All written questions must be addressed to the Procurement Manager. Potential offerors are encouraged to submit written questions. The identity of the organization submitting the questions(s) will not be revealed.

3. Response to Written Questions/RFP Amendments: Written responses to written questions and any RFP amendments will be distributed on the date indicated on the Sequence of Events. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

4. Submission of Proposal - ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME ON TUESDAY NOVEMBER 28, 2017 AT THE FOLLOWING ADDRESS:

Vicki Parker, Director of Purchasing
119 Luna Avenue (if hand delivered)
P.O. Box 1300 (if mailed)
Los Lunas, NM 87031
(505) 866-8246 Telephone
(505) 866-8262 Fax

E-Mail: vparker@lsschools.net

See Section II.A.4 for submittal time and date deadline.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED. District staff will time-stamp proposals at the district offices receptionist desk. A public log will be kept of the names and submittal times of all Offerors who submitted proposals. Proposals will be reviewed, for completeness and compliance with requirements, by the Selection Committee, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that determination.

5. Product Demonstration (if requested): Offerors who submit responsive or potentially responsive proposals may be requested to present a product demonstration to the Selection Committee. Product demonstrations (if requested) will be held in the Los Lunas Schools Board Room, 119 Luna Avenue, Los Lunas, New Mexico.

6. Proposal Evaluation - The evaluation of proposals will be performed by a Selection Committee appointed by District's management. The evaluation process will take place from the date indicated on the Sequence of Events. During this time, the procurement manager may, at his/her option, initiate discussion with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions (which includes e-mails, telephone calls, letters, etc.) **SHALL NOT** be initiated by the offerors. The responsible offeror whose proposal is most advantageous to the District, taking into consideration the evaluation factors beginning on Page 19, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. Individual scores shall be recorded on the master score/rank sheet. After the scores have been recorded, the Procurement Manager shall open the price proposal and calculate the points for each Offeror. The Procurement Managers shall record the scores allocated for the price for each offeror on the Master Score/Rank Sheet.

It is the general practice of the Selection Committee to hold interviews with the highest-ranked proposals. The Selection Committee may award the selection based on the results of the finalist. If fewer than three proposals are received, the Selection Committee may recommend an award or direct that the RFP be reissued.

7. Selection of Finalists - The Selection Committee will select and the Procurement Manager will notify the finalist on the date indicated on the Sequence of Events. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentation

will be determined at this time.

8. Best and Final Offers from Finalists - Finalist may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date specified in the Finalist Notification Letter. Best and final offers may also be clarified and amended at finalist's oral presentation.

9. Oral Presentation - Finalist may be required to present their proposals and respond to Selection Committee questions tentatively scheduled based on the date indicated on the Sequence of Events. The District reserves the right to extend the time at its sole discretion. All oral presentations will be held in Los Lunas, New Mexico. Finalist will be limited to duration of presentation of not more than one (1) hour.

10. Notice of Award - The district will notify finalists in writing of the final award(s). At this time, all proposals that were submitted are open for public inspection for a period of 30 days after the award.

11. Protest Deadline - Any protest by an offeror must be timely and in conformance with § 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of 5:00 PM Mountain Standard Time 15 days after the contract award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protest must be delivered to the Director of Purchasing.

**Vicki L. Parker, CPPB
Los Lunas Schools Director of Purchasing
119 Luna Avenue (if hand delivered)
PO Box 1300
Los Lunas, NM 87031**

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed. This procurement will be conducted in accordance with NM State Purchasing Division Procurement Code Regulations 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement - Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the evaluation factors contained on Pages 20-21 of this RFP.

2. Incurring Cost - Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility – Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with Los Lunas Schools that may derive from this RFP. Payments will be made to the prime contractor only.

4. Subcontractors - Use of subcontractors must be clearly explained in the proposal and major

subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the District. The District shall make contract payments only to the prime contractor.

5. Amended Proposals - An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The District will not merge, collate or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received **after** the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm – Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents - The content of proposals will be kept confidential until written notice of a contract award has been made by the District. At that time, all proposals will be open to the public, except for the material, which has previously been noted and deemed as proprietary or confidential. The procurement manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements: Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the procurement manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. Termination - This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District.

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

11. Legal Review - The District requires that all offerors agree to be bound by the general requirements as stated in this RFP. Any offeror concerns must be promptly brought in writing to the attention of the procurement manager.

12. Governing Law – This procurement and any agreement with an Offeror that may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections §13-1-83 and §13-1-85 NMSA 1978.

14. Right to Waive Minor Irregularities - The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.

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

16. Release of Information - Only the District is authorized to release information about projects covered by this RFP. The offerors must refer to the District any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

17. Electronic Mail Address Required - A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have valid e-mail address to receive this correspondence.

18. Ownership of Documents - All documents submitted in response to the RFP shall become property of the District.

19. Use of Electronic Versions of this RFP - This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the Agency, the version maintained by the District shall govern.

20. Contract Terms and Conditions – Los Lunas Schools reserves the right to negotiate with an Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the resultant Contract. Should an Offeror object to any of the terms and conditions governing this RFP, the Offeror must propose specific alternative language. Los Lunas Schools may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to Los Lunas Schools and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

21. Offeror's Terms and Conditions – Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with Los Lunas Schools.

22. Contract Deviations – Any additional terms and conditions, which may be subject of

negotiation, will be discussed only between Los Lunas Schools and the Offeror selected from the final agreement and shall not be deemed an opportunity to amend the Offeror's proposal.

23. Campaign Contribution Disclosure Form – Offeror must complete, sign and return the Campaign Contribution Disclosure Form (See APPENDIX A) as a part of its proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of the Los Lunas Schools Board of Education. Failure to complete and return the signed unaltered form will result in disqualification.

24. Resident Contractor Preference and Resident Veteran Contractor Preference – Per 13-1-21 and 13-1-122 NMSA 1978, a resident contractor or Veteran contractor who holds a valid certificate issued by the NM Taxation and Revenue Department, shall be awarded the certified percentage (5% for resident contractors and 10% for Veteran contractors) of the total possible points assigned to the procurement. When a joint proposal is submitted by both a resident and nonresident contractor, the resident preference shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the services to be provided that will be performed by a nonresident business. The preference calculation formula shall be applied to each Offeror on the Procurement Manager's Master Score/Rank sheet that has a valid preference number issued by the NM Taxation and Revenue Department.

25. Performance Bond – Offerors must have the ability to secure a Performance Bond in favor of Los Lunas Schools to insure the Contractor's performance under the contract. Each engagement will be different, but the option must be available to Agencies at contract time. A statement of concurrence must be submitted in the Offeror's proposal.

Contract Offer TO: LOS LUNAS SCHOOLS:

The undersigned hereby proposes and agrees to furnish Interconnected Voice over IP services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the proposal. Signature also certifies understanding and compliance with all Terms and Conditions.

Federal Employer Identification Number _____

E-Rate SPIN Number _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Telephone Number _____ Fax _____

E-Mail Address _____

Website _____

Contract Acceptance and Award (District ONLY)

Your Offer is hereby accepted:

As Contractor, you are bound to sell the services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's proposal as accepted by Los Lunas Schools.

Awarded this _____ day of _____ in the year _____.

By _____, _____ for Los Lunas Schools

This contract shall begin on July 1, 2018, and remain valid until June 30, 2019, and may be extended in the "Extensions" section of this document, at the discretion of Los Lunas Schools.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a properly issued purchase order from the District, proper Funding Commitment Decision Letter from the Schools and Libraries Division of the Universal Service Administration Corporation and all appropriate E-Rate paperwork has been filed.

RFP Affidavit Signature Page

Company Name _____

Address _____

City _____ State _____ Zip _____

If awarded a contract, the Offeror will provide the equipment and services to the District in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.

I, _____ the undersigned _____
(Print Name of Signer) *(Print Office Held)*

Of the above named Offeror, being duly sworn and under oath, say and affirms this date, that I hold the aforementioned Office in the above Offeror and I affirm the following:

AFFIDAVIT I

This is to certify that the Offeror or any person on his behalf has examined and understands the terms, conditions, scope of work, specifications and other documents of this solicitation. Furthermore, the offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced proposal.

AFFIDAVIT II

The Offeror or any person in his behalf agrees to comply fully with any and all, local, state, and/or federal provisions that may regulate the offerors business.

AFFIDAVIT III

Neither I, nor to the best of my knowledge, the offeror, or any associate of the offeror, nor any of its employees, or any subdivision thereof has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government.

AFFIDAVIT IV

The offeror is a registered Telecommunications Service Provider, as recognized by the Schools and Libraries Division of the FCC and has a valid Service Provider Identification Number issued by the SLD and is in good standing with the SLD and FCC. The offeror or any person in his behalf agrees to comply fully with any and all Program Rules as set forth by the Schools and Libraries Division, Universal Service Administrative Corporation and/or the Federal Communications Commission as related to the E-Rate funding mechanism.

Signature: _____ Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____,
County or City of _____, this _____ day of _____ in the year _____.

Notary Public: _____ *(Affix Seal Here)*

TERMS AND CONDITIONS

CANCELLATION

This agreement may be terminated as follows:

General: By either party upon written notice to be delivered to the other party not less than ten (10) business days prior to the intended date of termination.

Appropriations: By the procuring agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this agreement. The procuring agency's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final. If the procuring agency terminates this agreement pursuant to this subsection, the procuring agency shall provide the contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

Obligations and Waiver: By terminations pursuant to this section, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

Cancellation for convenience: The District reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when the District determines that action to be in its best interest. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or vendor deficiency: The District reserves the right to cancel the whole or any part of this contract due to failure by the offeror to carry out any obligation, term or condition of the contract. The District may issue a written deficiency notice to the offeror for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Failing to adequately perform the services set forth in the specifications of the contract;
- Failing to complete the work required or furnish materials required within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving the District reason to believe that the vendor will not or cannot perform the requirements of the contract;
- Failing to observe any of the terms and conditions of the contract; and/or E-Rate program rules.

Upon receipt of a written deficiency notice, the offeror shall have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by the contractor under the contract shall become property of the District.

Termination Management, Contractor: In the event this agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the

- Procuring Agency has a financial interest and any and all data, know how, intellectual property, inventions or property of the Procuring Agency;
2. Incur no further financial obligations for materials, services, or facilities under this agreement without prior written approval of the Procuring Agency;
 3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
 4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this agreement;
 5. Agree that the Procuring Agency is not liable for any costs arising out of terminations and that the Procuring Agency is liable only for costs of deliverables accepted prior to the termination of this agreement;
 6. Cooperated fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency programs;
 7. In the event that this agreement is terminated due to the contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the contractor shall remit to the Procuring Agency the full amount of the reduction;
 8. Should this agreement terminate due to the contractor's default, the contractor shall reimburse the Procuring Agency for all costs arising from hiring new contractor/subcontractors at potentially higher rates and for other costs incurred;
 9. In the event this agreement is terminated for any reason, or upon its expiration, the contractor shall assist and cooperated with the Procuring Agency in the orderly and timely transfer of files, computer software, documentation, system turnover plan, know how, intellectual property and other materials, whether provided by the Procuring Agency or created by the contractor under this agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the project manager, the contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, know how, intellectual property and documentation, whether provided by the Procuring Agency or created by the contractor under this agreement.

Termination Management, Procuring Agency: In the event this agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this agreement, the Procuring Agency shall 1) Retain ownership of all work products and documentation created pursuant to this agreement and 2) Pay the contractor all amounts due for services accepted prior to the effective date of such termination or expiration.

Continuation of Performance: The contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

Default/Breach: In case of default and/or breach by the contractor, for any reason whatsoever, the Procuring Agency may procure the goods or services from another source and hold the contractor responsible for any resulting excess costs and/or damages, included but not limited to, direct damages, indirect damages, consequential damages, special damages and Los Lunas Schools may also seek all other remedies under the terms of this agreement and under law or equity.

Equitable Remedies: Contractor acknowledges that its failure to comply with any provision of the agreement will cause Los Lunas Schools irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for Los Lunas Schools, and the contractor consents to Los Lunas Schools

obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Los Lunas Schools rights to obtain equitable relief pursuant to this agreement shall be in addition to, and not in lieu of, any other remedy that Los Lunas Schools may have under applicable law, including, but not limited to, monetary damages.

E-RATE

Vendor shall honor all pricing and contract components regardless of E-Rate funding status. Los Lunas Schools agrees to make clear to successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism. Los Lunas Schools fully intends to proceed with this procurement regardless of the status of E-Rate funding.

EXTENSIONS

Execution of this section by both parties will extend the original contract one year at a time, upon Los Lunas Schools Board of Education approval, for seven subsequent fiscal years to include 2019/2020 through 2025/26.

Vendor Signature: _____ School Signature: _____

Printed Name: _____ Printed Name: _____

Additional Extensions may be executed (signed and dated by both parties) and attached to this document.

INDEMNIFICATION

General: The contractor shall defend, indemnify and hold harmless the Procuring Agency and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, caused by the negligent act or failure to act of the contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the contractor resulting in injury or damage to persons or property during the time when the contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by the contractor or any officer, agent, employee, servant or subcontractor under this agreement is brought against the contractor, the contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency and the Risk Management Division of Los Lunas Schools.

The indemnification obligation under this agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for contractor or any subcontractor, and shall survive the termination of this agreement. Money due or to become due to the contractor under this agreement may be retained by the Procuring Agency, as necessary to satisfy any outstanding claim that the Procuring Agency may have against the contractor.

INSTALLATION

Equipment that requires professional installation shall be installed in accordance with the manufacturer’s instructions and shall be accomplished by skilled and properly licensed and/or certified individuals. The contractor, in consultation with the District, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contractor must be willing to coordinate its activities with those of other trades working on the same project. The standard of quality

and performance indicated in the specifications and scope of work shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed. Where applicable, all work shall be accomplished in a manner so as to match adjacent existing work in the same area or on the same elevations. Under no circumstances will the contractor make adjustments to or alter in any manner the District's existing facilities without prior approval from the District's authorized representative.

RED LIGHT RULE

Any vendor, or the sub contractor of any vendor, who is currently under, or has reason to believe that they may have a red light status under, the "Red Light Rule" by the FCC must disclose that information in this proposal. If any vendor, or the sub contractor of any vendor, is found to have a red light status under the FCC "Red Light Rule" during the term of this contract, this contract may be immediately terminated for violation of Affidavit IV of this document. The District will provide the vendor ten (10) days written warning of its intention to cancel the contract under this clause.

SCOPE OF WORK

Los Lunas Schools is seeking vendors to provide Interconnected Voice over IP Services. Prospective vendors will supply a sufficiently detailed scope of work in their proposal to allow the District to make a reasoned selection among competing proposals. That scope of work will clearly indicate any activities the vendor expects the District to perform in conjunction with the implementation and delivery of the offered service. An exact scope of work listing all pertinent details, including but not limited to, installation & migration schedules, exact standards to be adhered to, services provided as well as maintenance & administrative procedures and any proposed equipment locations will be provided to the District by the selected vendors once all E-Rate applications are filed, an FCDL is issued to Los Lunas Schools and Los Lunas Schools issues the vendor an official Purchase Order. See Appendix E for a detailed list of VoIP system requirements.

SHIPPING

Shipping errors/risk of transportation: Successful vendor agrees that shipping errors will be at the expense of the vendor. All risk of transportation and all related charges shall be the responsibility of the vendor. The vendor shall file all claims for visible or concealed damage. The District will notify the vendor and/or Freight Company promptly of any damaged goods and shall assist the freight company/vendor in arranging for inspection. Shipments shall be F.O.B. destination. Title and risk of loss of material or service shall not pass to the District until it actually receives the material or service at the point of delivery, unless otherwise provided in this document.

SITE REQUIREMENTS

Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by District. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition. No vendor shall begin a project for which the site is not prepared by the District, unless the vendor decides to do the preparation work at no cost. Site preparation includes things like moving furniture, installing wiring for power, and similar pre-installation requirements. Contractors shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of workers and the public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public, and existing structures from injury or damage.

SPECIFICATIONS

The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet the specifications in the RFP will not be considered sufficient cause to adjudge these specifications as restrictive. Offerors shall utilize equipment and supplies, as well as offer services that they believe come closest to meeting these specifications. If the vendor deviates from the specifications in the RFP, the reasons for each deviation must be stated. Failure to detail all deviations may be sufficient grounds for rejection of the entire proposal. All specifications in this solicitation are designed to enable an offeror to satisfy a requirement for a service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any offeror who believes a specification is unnecessarily restrictive, and submits a proposal, must indicate such in its initial response.

STATE REPLACEMENT CONTRACT

Los Lunas Schools reserves the right to reject all responses to this document and use a State Replacement Contract or any other established procurement contract accepted by state procurement regulations governing Los Lunas Schools for all or part of the products and/or services covered under this document.

SUSPENSION OR DEBARMENT

If, within the past five (5) years, any firm, business, person, or vendor submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, including the SLD, the offeror must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply such a letter or to not disclose in the letter all the pertinent information shall result in the cancellation of any contract. By signing the bid section, the offeror certifies that no current suspension or debarment exists.

TAXES

LLS holds a Class 9 Nontaxable Transaction Certificate which does not apply to professional services, labor or construction. The offeror will be responsible for payment of all New Mexico Gross Receipts taxes or any other taxes due as a result of any contract with LLS. It is the offeror's responsibility to forward all taxes to the proper revenue office. Proposal shall include applicable state, and local taxes, however taxes will not be considered when evaluating each proposal.

The contractor shall not be reimbursed by Los Lunas Schools for applicable New Mexico gross receipts taxes, nor interest or penalties assessed on the contractor by any authority. The payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and should be reported under the contractor's federal and state tax identification number(s).

Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall require all subcontractors to hold Los Lunas Schools harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, social security and worker's compensation.

TERM OF CONTRACT

It is the intent of Los Lunas Schools to award a multi-year contract for the specified services. The

original contract term will begin with Fiscal Year 2018/2019 and can be renewed upon LLS Board of Education approval one year at a time for seven subsequent fiscal years. The original contract date is July 1, 2018 through June 30, 2019, the date specified in the Contract Award section of this document. Extensions to this contract may be made by executing the EXTENSION section of this contract.

WARRANTY/QUALITY GUARANTEE

Contractor's representations and warranties: All representations and warranties made by the contractor under this contract shall survive the expiration or termination of the contract. The contractor warrants that any material supplied under this contract shall fully conform to all requirements of the contract and all representations of the contractor, and shall be fit for all purposes and uses required by the contract. Contractor warrants that all equipment, software, and service delivered under this contract shall conform to the specifications of this contract.

CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the agreement. The contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978 regarding contracting with a public officer, state employee or former state employee have been followed.

PROJECT OVERVIEW

DISTRICT WIDE INTERCONNECTED VOICE OVER IP TELEPHONE SERVICES

The district currently utilizes a hosted VoIP solution provided by Century Link. The existing VoIP infrastructure is based on the Cisco Call Manager platform and utilizes purely Cisco phone handsets. Voice traffic is tagged on the district WAN (100 Mbps Metropolitan Optical Ethernet (MOE) service between all sites provided by Century Link) in a meshed network that allows for a single, unified telephone system with 4-digit internal extension dialing both intra and inter-site. Outbound calls are routed over two PRI's located at Central Office, with an additional single PRI located at the District Service Center. Each site contains a vendor leased voice gateway with FXO and FXS ports for incoming POTs and Fax lines. Each school site maintains several POTS lines for incoming calls, with any overflow being routed over the PRI's. E-911 information is available via Cisco Emergency Responder (CER). In the event that Call Manager is unreachable from a site using VoIP, adequate provision for continuity of service is handled by the site voice gateways. **PROPOSERS ARE REQUIRED TO DEMONSTRATE THEIR VOIP SOLUTION MEETS THE FCC DEFINITION OF "INTERCONNECTED VOICE OVER IP SERVICES."**

DISTRICT SITES ON VOIP

Site Name	Physical Address
Ann Parish Elementary	112 Meadow Lake, Los Lunas, NM 87031
Bosque Farms Elementary	1390 W. Bosque Loop, Bosque Farms NM 87068
Desert View Elementary	49 Camino La Canada, Los Lunas NM 87031
Katherine Gallegos Elementary	236 Don Pasqual Road, Los Lunas, NM 87031
Los Lunas Elementary	800 Coronado Road, Los Lunas, NM 87031
Peralta Elementary	3645 NM Highway 47, Peralta, NM, 87042
Raymond Gabaldon Elementary	454 Coronado Road, Los Lunas, NM 87031
Sundance Elementary	3701 Sundance Road, Los Lunas, NM 87031
Tome Elementary	46 Chacon Road, Tome, NM 87060
Valencia Elementary	111 Monica Road, Los Lunas, NM 87031
Daniel Fernandez Campus	32 Sun Valley Road, Los Lunas, NM 87031
Los Lunas Middle School	423 Main Street, Los Lunas, NM 87031
Valencia Middle School	22 Marlink Road, Los Lunas, NM 87031
Century High School	32 Sun Valley Road, Los Lunas, NM 87031
Los Lunas High School	1776 Emilio Lopez, Los Lunas, NM 87031
Valencia High School	310 Bonita Vista Blvd., Los Lunas, NM 87031
District Administrative Complex	119 Luna Avenue, Los Lunas, NM 87031
District Service Center	1262 NM Highway 314, Los Lunas, NM 87031
Teacher Resource Center	801 Coronado Road, Los Lunas, NM 87031
Special Services Complex	343 Main Street, Los Lunas, NM 87031
East Side Transportation	112 Meadow Lake, Los Lunas, NM 87031
Technology/Security/Research Date (Solomon Luna Hub)	220 Luna Avenue, Los Lunas, NM 87031

EXISTING PHONE SYSTEM

The current Interconnected VoIP system is monitored and maintained as a purely hosted system, with the vendor providing for any required modifications, software updates, moves/add/changes, etc. to the phone system.

The district currently owns and operates approximately 1100 Cisco phones. The ability to continue to use existing phones is preferred; however, it is not required. Any vendor Interconnected VoIP solution must be “vendor agnostic” with respect to WAN infrastructure and capable to function and manage the district phone system over the existing WAN infrastructure. Any requirements to transition existing services to a new provider must be detailed in the RFP response, along with detailed costs entailed by setup, implementation, project management, and migration.

The District must be given the option to keep the existing dial plan, with all extensions, site phone numbers, DID’s, extensions, etc. remaining unchanged.

EXPLANATION OF SCORING MATRIX/EVALUATION CRITERIA

Los Lunas Schools will use a 1250 point scoring matrix to evaluate all submitted proposals. All proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposal deemed non-responsive will be eliminated from further considerations. Please provide the information requested below.

TOTAL PRICE FOR ELIGIBLE SERVICE 300 Points Total

Firm fixed price: All price proposals shall include initial and monthly costs. Scoring shall be based on the total cost over a 60 month time period. In the event an offeror responds for a term of less than 60 months, additional months, at the rate of the last monthly rate, shall be added to ensure a fair comparison of price. This pricing model is inclusive of the concept of “Total Cost of Ownership.” Price Proposals shall be evaluated on the basis of the numerical weight assigned and as well as the NM resident/veteran contractor preference law.

Point Awards: Each total price will be divided into the lowest price and multiplied by 300 to arrive at the earned point value. Rounding will not extend past two decimal points. (i.e. .8947 rounded to .89)

Example: Vendor A total price: \$100.00

Vendor B total price: \$95.00

Vendor C total price: \$85.00

Vendor A $85/100=.85$ $.85*300=255$ 255 points awarded

Vendor B $85/95=.89$ $.89*300=267$ 267 points awarded

Vendor C $85/85=1$ $1*300=300$ 300 points awarded

OVERALL BENEFIT TO THE DISTRICT 250 Points Total

This category addresses the tangible and intangible benefits accruing to the district from the proposed solution. For example cost savings through reduced maintenance or ease of making moves, adds, and changes. It should also address such areas as estimated equipment life and replacement costs for any non E-Rate eligible equipment proposed as part of the solution.

MIGRATION COST 200 Points Total

Provide detailed costs associate with migrating to the proposing vendor VoIP solution. A realistic assessment of district staff time and labor investment must also be included.

SERVICE LEVEL AGREEMENT / SUPPORT 100 Points Total

Provide a specific Service Level Agreement (SLA) stating the MTBF (mean time between failures) of the proposed network services, express warranties of guaranteed “up-time” of the network services to be provided and response times in the event of any network issue experienced by the District. Provide specific information on the monitoring of the services provided and the time(s) of day the services will be monitored. Offeror should include specific remedies for the District in the event the SLA is not upheld during the term of the contract by the service provider. The SLA will be reviewed and awarded up to 100 points.

CUSTOMER REFERENCES 75 Points Total

The ability to complete, manage and correctly bill projects is important to Los Lunas Schools. Please provide proof of successful projects via customer references. Los Lunas Schools requires **three** references from customers where the offeror provides similar E-Rate projects and SLD billing equal to or near the price provided in the vendor's response to this solicitation. All references will be verified. Please include the following:

- Client name;
- Project type and description;
- Project dates (starting and ending);
- Project total;
- Project technical environment (i.e., software applications, internet capabilities, data communications, network, hardware etc.);
- Named contacts including telephone numbers and E-mail addresses.

E-RATE CLAUSES 75 Points Total

Vendor shall provide documentation on the position of the company if E-rate funding were to no longer exist from the Schools and Libraries Program of the Universal Service Fund. Vendor shall provide documentation indicating their knowledge of and ability to work within the E-rate environment to maximize funding opportunities and ensure the earliest project completion. Documentation shall be provided demonstrating that the proposed service is eligible for funding under E-Rate Priority One. Such documentation should reflect the vendor's previous experience providing similar services under Priority One. Vendor shall provide a position statement on how they will deal with late FCDL (funding commitment decision letters) or funding denial in future years of the contract.

ORAL PRESENTATIONS/INTERVIEWS (IF HELD) 250 Points Total

If interviews are held, the Evaluation Committee shall score each question, and the total points shall be translated to a rank. Each interview question shall have the same weight. Example: If the Interview is worth 250 points, and you have five (5) questions, each question shall be worth 50 points. The same questions will be issued to each short listed firm as a benchmark for evaluation purposes. Each question may lead to other questions to help clarify and better understand the firm's capabilities, which may be considered in scoring the interview.

Interview points shall be added to the Technical Proposal and Price Proposal and re-calculated to determine the final overall rank of Short-listed Offerors for recommendation for award of a contract.

PROPOSAL PREPARATION INSTRUCTIONS

All proposals must be submitted as follows:

One original and three (3) copies of the response must be included (total four (4) responses). Los Lunas Schools also requires that the offeror retain at least one copy of the submission. In order for Los Lunas Schools and the proposal reviewers to clearly understand the proposal being presented by the offeror, a complete response to this RFP must be contained in three ring binders in tabbed sections as listed below. Failure to comply with these instructions may result in disqualification.

Tabs/Evaluation Categories:

All sections shall be separated by a numbered tab that corresponds to the Evaluation Category, 1 through 7, described below.

TAB 1: Contracts - Mandatory

Contract Offer page (page 2), RFP Affidavit Signature page with all sections completed, notarized with all signatures in blue or black ink, RFP exceptions, statement of concurrence regarding a Performance Bond, resident or veteran preference certificate and additional offerors contracts. Additional vendor contracts should be included in this section.

TAB 2: Letter of Submittal – Mandatory

Each proposal must be accompanied by a submittal letter. **Any submittal letter that omits any of the following information may be deemed 'non-responsive'**. Include a copy your NM Resident/Veteran contractor preference certificate in this section if applicable. The submittal letter shall include acknowledgments and where appropriate, certification of the following:

1. Identify the name(s), title(s), telephone number(s), fax number(s) and e-mail address(es) of the person or persons who have authority to sign documents and who has sufficient knowledge to fully address all matters and respond to all inquiries included in the RFP submittal.

2. If a joint proposal is being submitted, identify the firm, and disclose the work/services to be executed by the nonresident contractor as a percentage of the total amount of the Price Proposal. The resident contractor or veteran contractor preference will be apportioned to the technical , price, and interview (if held) scores based on the percentage of work being performed by the in-state Offeror minus the out-of-state Offeror's percentage of the work.
3. Acknowledge acceptance of all conditions that govern the procurement.
4. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosures and attachments submitted.
5. Acknowledge that the omission of any material fact concerning requested information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may deem the proposal 'non-responsive'.
6. Acknowledge that the Owner has a right to obtain relevant information from other sources (references) to determine that the Offeror is 'responsible'.
7. Acknowledge that if awarded the contract, the RFP documents, all terms and conditions stated herein, all information, data, certifications, disclosures and addendum shall be a part of the Contract.
8. Statement/Certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its prelisted subcontractors with supporting information, pictures, diagrams, reports, etc.
9. Letter of Submittal shall be signed by a person or persons identified in Paragraph 1 of this section, who is/are fully authorized to contractually obligate the firm, and who has sufficient knowledge to fully address all matters and respond to all inquiries including the RFP submittal.

TAB 3: Overall Benefit to the District

Vendor statement as outlined in the explanation of scoring matrix section.

TAB 4: Migration Cost

Detailed costs associated with migrating to the proposing vendor.

TAB 5: Service Level Agreement

Provide a specific SLA as outlined in the explanation of scoring matrix section.

TAB 6: Customer Reference

Copies of four customer references as outlined in the explanation of scoring matrix section. Please include name, phone number and email address for verification purposes.

TAB 7: E-Rate Clauses

Vendor statement as outlined in the explanation of scoring matrix section.

PRICE PROPOSAL

Provide **One** Original Copy of the Price Proposal Sheet and One Copy of the Items Listed Below in a **SEPARATE SEALED ENVELOPE** Marked "Price Proposal". All discussion of proposed costs, rates, or expenses must be included in this envelope.

1. PRICE PROPOSAL AMOUNT – Use the price sheet provided below.
2. W-9 Form
3. Bid Bond
4. Certificate of Insurance
5. Campaign Contribution Form
6. Appendix B – Letter of Transmittal Form
7. Licenses

PRICE PROPOSAL SHEET

Complete one copy for each service. If multiple services are proposed a copy, summarizing the total costs of the proposed services should also be supplied. Offerors may attach other material they believe may improve the quality of their responses. However, these materials should also be included in the separate sealed envelope marked "price proposal". Vendor shall retain ownership of any and all equipment installed. Pricing shall be evaluated on the Total Project Cost.

Initial Set-up/Installation Cost \$ _____.

Year 1 Monthly Cost \$ _____ **X12 \$** _____
(Yearly Cost)

Year 2 Monthly Cost \$ _____ **X12 \$** _____
(Yearly Cost)

Year 3 Monthly Cost \$ _____ **X12 \$** _____
(Yearly Cost)

Year 4 Monthly Cost \$ _____ **X12 \$** _____
(Yearly Cost)

Year 5 Monthly Cost \$ _____ **X12 \$** _____
(Yearly Cost)

Year 6 Monthly Cost \$ _____ **X12 \$** _____
(Yearly Cost)

Year 7 Monthly Cost \$ _____ **X12 \$** _____
(Yearly Cost)

Year 8 Monthly Cost \$ _____ **X12 \$** _____
(Yearly Cost)

Decommissioning Cost \$ _____.

Total Project Cost \$ _____.

Initial cost plus all yearly costs

APPENDIX A

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 Contributions" 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 on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contributions" 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: Los Lunas Schools Board of Education:

Bryan C. Smith, President
Georgia Otero-Kirkham, Vice President
Sonya C’Moya, Secretary
Frank A. Otero, Member
Arthur F. Castillo, Member

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM (Continued)

--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)

APPENDIX B

LETTER OF TRANSMITTAL FORM

RFP No. 2018-004-VP

Offeror Name: _____

ITEMS NO. 1 TO 4 MUST BE RESPONDED TO. FAILURE TO RESPOND TO ALL FOUR ITEMS WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the Submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name: _____

Title: _____

3. For the person authorized to negotiate the contract on behalf of the organization:

Name: _____

Title: _____

E-Mail Address: _____

Telephone Number: _____

4. The person to be contacted for clarifications:

Name: _____

Title: _____

E-Mail Address: _____

Telephone Number: _____

5. Use of Sub-Contractors (Select One)

No sub-contractors will be used in the performance of this contract OR

The following sub-contractors will be used in the performance of this contract:

(Attach extra sheets, as needed)

~ On behalf of the submitting organization named in Item No. 1 above, I accept the conditions governing the procurement as required in Section II, Paragraph C.1.

~ I concur that submission of our proposal constitutes acceptance of the evaluation factors contained on Page 19, Explanation of Scoring Matrix, of this RFP.

~ I acknowledge receipt of any and all amendments to the RFP

Authorized Signature (Must be signed by the person identified in Item No. 2)

Date

APPENDIX C

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

○ **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).

○ **USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

○ **USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

○ **USF Documentation**

Vendor shall provide to District staff and/or the District’s E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

○ **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)
 - Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
 - Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor’s letterhead or on a Vendor-generated form

- District’s Billed Entity Number
- District’s Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

o **USF Discounted Invoicing and Reimbursement Processes**

Vendor shall, at the District’s request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company (“USAC”) for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or “BEAR” Process].

• **Discounted Invoice Process**

✓ Invoicing

Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor’s contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.

✓ Timely Filing

Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

✓ Invoice Rejection

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC’s refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

✓ District Approval Vendor shall submit to the District for its review and approval before submitting it to USAC for payment

✓ Copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor’s USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

- **Reimbursement Process**

- ✓ Twenty Days

Vendor understands that E-rate Program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC.

- ✓ Liquidated Damages

Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the District in a timely manner will adversely affect the District's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the District as liquidated damages a total of \$500 per day for each day that lapse without payment after the 45th day.

- **Delayed USF Funding Commitment** Vendor understands that, due to circumstances beyond the District's control, the District may not receive a rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

- ✓ Retroactive Invoicing

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1 of the funding year or to whenever approved service to the District began, whichever date is later.

- **USF Audit and Document Retention Requirement**

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for five (5) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization

- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
 - ✓ Ensuring that invoices and USAC forms are submitted to the District in a timely manner
 - ✓ Ensuring that USAC forms are filled out completely, accurately and on time
 - ✓ Ensuring that Forms 472 are signed/dated by vendor’s representative in a timely manner
 - ✓ Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

Contract Term Modification

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).

APPENDIX D

UPON AWARD VENDOR WILL BE REQUIRED TO ENTER INTO THE FOLLOWING SERVICE CONTRACT



SAMPLE SERVICE CONTRACT

This agreement made and entered into this _____, 2013, by and between the Board of Education, Los Lunas Schools, hereinafter referred to as "LLS" and _____ hereto referred to as "Contractor".

IT IS MUTUALLY AGREED UPON BETWEEN THE PARTIES:

1. **Scope of the Work:** **The contractor will provide equipment, services and maintenance as described in the Scope of Work in RFP 2018-004-VP for Interconnected Voice over IP Services.**
 - A. Contractor may be requested to advise and assist various departments with process and compliance issues, regulations and standards, review of contracts, and the like. Contractor may be asked to inform LLS of any changes to any Federal or State laws, regulations, or standards that are deemed appropriate for project(s).
2. **Coordination:** The contractor shall work at the direction of Mike Good, Network Operations Coordinator for LLS or his designee(s).
3. **Compensation:**
 - A. LLS shall pay the contractor for services rendered. Compensation will be paid based on the satisfactory completion of the Scope of Work as defined in RFP 2018-004-VP. Contractor shall secure all licenses, permits, fees, etc., as required for the performance of this work.
 - B. No per diem will be paid to contractors for work performed in Los Lunas. Clerical or secretarial help will not be reimbursed.
 - C. LLS shall not reimburse the contractor for any tuition or seminar fees.

- D. Upon execution of contract, LLS will issue a purchase order, which will be in effect for the duration of the contract and will accommodate multiple billings as work is completed. Each pickup, delivery, or service shall be invoiced separately, showing the LLS purchase order, delivery location and full signature with printed name of employee receiving the materials. Initials only are not acceptable and will not be processed for payment. Contractor must satisfy himself that a transaction is within the scope of the contract. LLS is not responsible for unauthorized purchases by individuals who cannot be identified. Credits for unauthorized purchase(s) will be issued to the LLS account. Itemized invoices clearly referencing the purchase order shall be submitted to LLS Accounts Payable Department, P.O. Drawer 1300, Los Lunas, NM 87031.
- E. Payment will be made upon receipt of a detailed invoice which shall include your company name, address, telephone and fax number, invoice number and date, description of and date of service, number of hours worked and hourly rate, subtotal, gross receipts tax and total amount owed. Invoice must have approval of the LLS delegated representative. Invoices may be submitted once per month. Approved invoices will be sent to LLS Accounts Payable department for processing.
- F. Invoices may be submitted once per month. Payment terms are net 30 days.

4. **Taxes:**

- A. LLS possess a Class 9 Nontaxable Transaction Certificate, which does not apply to professional services, labor or construction. The bidder will be responsible for payment of all New Mexico Gross Receipts taxes or any other taxes due as a result of any contract with LLS. It is the bidder's responsibility to forward all taxes to the proper revenue office. Proposal shall include applicable state, and local taxes, however taxes will not be considered when evaluating each proposal.
 - B. The contractor shall not be reimbursed by Los Lunas Schools for applicable New Mexico gross receipts taxes, nor interest or penalties assessed on the contractor by any authority. The payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and should be reported under the contractor's federal and state tax identification number(s).
 - C. Contractor and any and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall require all subcontractors to hold Los Lunas Schools harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, social security and worker's compensation.
5. **Term:** This agreement shall begin on July 1, 2018 and terminate on June 30, 2019 unless fees invoiced exceed the limits of the State of NM Procurement Code limitations for Service Agreement

contracts. Vendors will not perform work under any contract(s) awarded as a result of RFP 2018-004-VP until notification is made by LLS to the vendors that they may begin services.

6. **Extensions**: Execution of this section by both parties will extend this contract one year at a time, upon Board of Education approval, for seven subsequent fiscal years to include 2019/2020 through 2025/26.
7. **Termination**: This agreement may be terminated by either of the parties hereto upon written notice prior to the delivery of services set forth in the scope of work or at least ten (10) days prior to the intended date of termination. By such termination, if applicable, neither party may nullify obligations incurred for satisfactory performance through the date of termination.
8. **Termination for Convenience**: The performance of work under this agreement may be terminated by LLS in whole, or from time to time in part, whenever LLS shall determine that such termination is in the best interest of LLS. The vendor will be compensated only for services performed before the specified date of termination.
9. **Contract Term Modification**: The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").
10. **Status of Contractors**: The contractor, his agents and employees, are independent contractors performing professional services for LLS and are not employees of the Board of Education, LLS. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Board of Education, LLS as a result of this agreement.
11. **Assignment**: The contractor shall not assign or transfer any interest in this agreement or assign any claims for money that may become due under this agreement without the prior written consent or approval of LLS.
12. **Subcontracting**: The contractor shall not subcontract, either written or oral, any portion of the services to be performed under this agreement without the prior written approval of LLS. If such occurs, LLS shall be entitled to reimbursement for the time accrued as a result of subcontracting. The contract shall then be terminated immediately upon such violation of the terms and conditions set forth herein.
13. **Records and Audits**: The contractor shall maintain detailed time records, which indicate the date, time and nature of services rendered. These records shall be subject to inspection by LLS officials and/or the Board Auditor. LLS shall have the right to audit billings both before and after payment.

Payment under this agreement shall not foreclose the right of LLS to recover excessive or illegal payments.

14. **Appropriations**: This solicitation and resulting contract is wholly contingent on the successful funding of future E-Rate awards from the Universal Services Administration Corporation and at the option of Los Lunas Schools. Vendor shall honor all pricing and contract components regardless of E-Rate funding status. Los Lunas Schools agrees to make clear to successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism. LLS's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
15. **Release**: The contractor, upon final payment of the amount due under this agreement, release LLS, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind LLS to any obligation not assumed herein by LLS unless the contractor has express written authority to do so, and then only within the strict limits of that authority.
16. **Confidentiality**: Any confidential information provided to or developed by the contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of LLS.
17. **Product of Services – Copyright**: All materials developed or acquired by the contractor under this agreement shall become, to the extent that such materials are not protected by copyright at the time the agreement is executed, the property of LLS and shall be delivered to LLS no later than the termination date of this agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright by or on behalf of the contractor.
18. **Conflict of Interest**: The contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.
19. **Indemnification**: The contractor shall hold harmless and indemnify LLS against all civil actions, suits, demands, losses or expenses, including attorney fees, which may be threatened or incurred at any time by reason out of contractor's services provided pursuant to this agreement.
20. **Amendment**: This agreement shall not be altered, changed, or amended except by instrument in writing executed by both parties thereto.
21. **Scope of Agreement**: This agreement incorporates Appendix A Campaign Contribution Disclosure Form, Appendix B Letter of Transmittal and Appendix C Universal Service (E-Rate) Requirements of RFP 2018-004-VP, all the agreements, covenants, and understandings between the parties hereto

concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement.

22. **Notice:** The Procurement Code, Sections 13-1-28 through 13-1-99, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
23. **Applicable Law:** The Laws of the State of New Mexico and policies of the Board of Education shall govern this agreement for LLS.
24. **USF Discounted Invoicing and Reimbursement Processes:** Vendor shall, at the District's request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or "BEAR" Process].
- Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services: Date of invoice
 - Date(s) of service
 - Funding Request Number ("FRN")
 - Vendor's signature on invoice attesting to the accuracy and completeness of all charges
 - Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
 - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
 - Invoice on Vendor's letterhead or on a Vendor-generated form
 - District's Billed Entity Number
 - District's Federal Communications Commission Registration Number
 - Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")
25. **Delayed USF Funding Commitment**
- Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-Rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.
- **Retroactive Invoicing:** When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1 of the funding year or to whenever approved service to the District began, whichever date is later.

By signing this agreement, the contractor certifies that the records of the New Mexico Taxation and Revenue Department reflect that the contractor has a valid Federal Tax Identification Number or Social Security Number and is registered with the Taxation and Revenue Department to pay the New Mexico Gross Receipts Tax levied on the amounts payable under this agreement. Furthermore, all terms and conditions spelled out in the original Request for Proposal RFP No. 2018-004-VP, dated November 28, 2017 are hereby incorporated as a part of this contract. No prior agreement or understanding, verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in the agreement.

WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

By: _____
Vendor Date

By: _____
Los Lunas Schools Date

APPENDIX E
VoIP SYSTEM REQUIREMENTS

The District is seeking a fully hosted “cloud-based” system, unlike our current environment. The winning bid must meet or exceed the specifications, as they exist today in the Los Lunas District VoIP system within a cloud-based environment. The District does not require the winning bid to utilize any existing equipment in the District; however, the District will consider the ability to continuing using existing equipment a potential benefit, taking into consideration the overall cost of the new VoIP system. The District will view new equipment proposed from a “brand agnostic” standpoint. Preference will be given to solutions that no longer require the utilization of existing PRI’s or dedicated circuits for voice. Our existing environment is as follows –

- Cisco Model 7911: Quantity 730, no voicemail. *(Cisco is not required, only equivalency is required)*
- Cisco Model 7942: Quantity 341, with voicemail. *(Cisco is not required, only equivalency is required)*

- Cisco Model 7962: Quantity 65, with voicemail. Approximately 30 of these have expansion modules, which are busy lamp lights/speed dial buttons. (*Cisco is not required, only equivalency is required*)
- Fifteen (15) Cisco analog telephone adapters (ATA186 and ATA187) for fax machines, 2 analog ports each. (*Cisco is not required, only equivalency is required*)
- Thirty six (36) ATA devices for fax machines.
- Forty (40) top-level auto attendants and 21 sub menu auto attendants.
- Ability to restrict long distance dialing on any device [*may not be necessary if long distance is free*].
- Cisco Emergency Responder, which notifies specific, multiple staff members immediately via voice, text message, and e-mail with the extension number and location of the phone, which includes site, building, and room #, when someone dials 911. (*Cisco is not required, only equivalency is required*)
- Call parking, do not disturb, 2-way speakerphones (the 7942 and 7962 models only), customizable ringers per phone and line.
- Call pick-up groups - if you are in a group of phones and you can hear one of the other phones ringing you can answer that phone from your phone.
- Conference calls, call forwarding, phone directory in the phone, which is built from a field in Active Directory, voicemail, voicemail in e-mail, caller ID (*both internal and external*), custom outgoing number.
- Dialing extension plan is a different group of extensions per site. For example, one site's extensions are all 60xx to 61xx numbers; another is all 50xx to 5099 numbers, etc... Two larger High Schools and two Middle Schools have a block of 200 extensions each.
- Central Office and District Service Center would both require a DID that matches their extension. For instance, an extension is 8307, the DID would be 505-866-8307.
- At least 10 DID's per school site that do not match the extensions.
- Ability to standardize extension lists of the main phones at each school site. The main line is the xx00 extension, xx01 is the Receptionist, xx03 is the Principal, etc...
- Survivability via cell phone or by use of POTS lines.