

**GADSDEN INDEPENDENT SCHOOL DISTRICT
AN EQUAL OPPORTUNITY EMPLOYER**

REQUEST FOR PROPOSAL # 13-14-11

E- Rate Services and Products

**DATE ISSUED: January 6th, 2014
SCHOOL/DEPARTMENT: Technology**

DUE DATE/TIME: February 3rd, 2014 2:00 p.m.

Gadsden Independent School District seeks written proposals from qualified sources for **E-Rate Services and Products**.

Additional copies of the contract specifications and evaluation criteria found attached may be obtained from the GISD Purchasing Office, 4950 McNutt, Sunland Park, NM 88063, (575) 882-6252, between 8:00 a.m. and 5:00 p.m.

Deadline for receipt of proposals is February, 3rd, 2014, by 2:00 p.m. mountain daylight time. Date and time will be stamped on the proposals by the Purchasing Office. Proposals received later than this will not be considered.

1. GENERAL INSTRUCTIONS

Submit three (3) copies of the Request for Proposal in one sealed envelope to: Purchasing Office, RFP # xx-xx-xx, before 2:00 p.m. on February, 3rd, 2014. **IF DELIVERING YOUR PROPOSAL BY HAND, DELIVER TO 4950 MCNUTT, SUNLAND PARK, New Mexico 88063. YOUR PROPOSAL CANNOT BE DROPPED OFF AT THE FRONT DESK BUT MUST BE DELIVERED BY YOUR REPRESENTATIVE TO THE PURCHASING OFFICE. IF MAILING YOUR PROPOSAL, MAIL TO PURCHASING OFFICE, P. O. DRAWER 70 ANTHONY, NM 88021.** Proposals may be modified or withdrawn prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq NMSA 1984 Supp. After the opening date and time, offers may be withdrawn only in accordance with NMSA Statute 13-1-106.

FAXED OR EMAILED PROPOSALS ARE NOT ACCEPTABLE.

2. DISCUSSIONS WITH OFFERORS AND AWARD

The Procurement Code permits the right to conduct discussions with any or all Offerors, or to make an award of a contract without such discussions based only on evaluation of the written proposals. GISD likewise reserves the right to designate a review committee in evaluating proposals according to the criteria set forth under the Scope of Work. GISD shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

3. PROCUREMENT CODE

Sections 13-1-196 through 13-1-198 NMSA (1984 Supp.) impose civil and criminal penalties for violation of the provisions of the procurement code, including bribes, gratuities and kickbacks.

4. TERMINATION

This request for proposal in no manner obligates GISD to the eventual purchase of any services described, implied or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of GISD and may be terminated without penalty or obligation at any time prior to the execution of a contract. This agreement is contingent upon availability of approbation. GISD reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

GISD requires that the responses to this RFP contain a statement that the proposed terms will remain in effect for at least forty-five days after the scheduled opening.

5. PUBLIC INSPECTION

The request for proposal does not involve a public opening. Prior to award, all proposal information is confidential and shall not be released to anyone outside the Evaluation Committee. Neither the register of proposals nor the proposals themselves shall be open to public inspection until after award of the contract. Offerors may request, in writing, nondisclosure of confidential data. Such data shall accompany the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

After award, the register of proposals shall be open to public inspection. Each proposal, except those portions for which the Offeror has made a written request for confidentiality, and to which GISD Purchasing Office has agreed, shall also be open to public inspection.

If a citizen of this state requests disclosure of data, for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror protests under Section 13-1-172 NMSA 1978, the proposal shall be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. INSURANCE

Certification of Insurance will be required of the successful Offeror prior to commencement of work, with limits as set forth below. The Board of Education of Gadsden Independent School District shall be the Certificate Holder. The RFP number and description should be referenced on the face of the Certificate.

The Offeror shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of the, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for any damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Amounts, types and limitations of Contractor's insurance shall be such as appears reasonable and satisfactory to GISD, but not less than the following amounts:

Worker's Compensation	\$100,000/500,000
Public Liability	\$500,000/\$1,000,000
Property Damage	\$100,000
Automobile Liability	\$300,000/\$500,000
Automobile Property Damage	\$100,000

Automobile Liability Insurance shall include at least the following coverage:

Bodily Injury, each person, excluding medical and medically-related expenses	\$400,000
Medical and medically-related expenses	\$300,000
Bodily Injury, each occurrence, excluding medical and medically-related expenses	\$750,000
Medical and medically-related expenses	\$300,000
Property Damage, each occurrence	\$100,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and

prior to the commencement of work.

NOTE: Certificate Holder should be: The Board of Gadsden Independent School District
Certificate of Insurance should be forwarded to:

Purchasing Agent
Gadsden Independent School District
P.O. Drawer 70
Anthony, New Mexico 88021

7. LICENSING REQUIREMENTS

The successful Offeror must keep himself informed of, and adhere to, all laws and ordinances governing any matter related to work performed under the resulting contract. The successful Offeror will obtain all necessary licenses and permits, and will be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any disputes which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes.

8. SAFETY REQUIREMENTS

It shall be the successful Offeror's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

9. INDEMNIFICATION

The successful Offeror will assume the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death), or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful Offeror and his agents, and employees, including losses, expenses, or damages sustained by GISD. The Offeror will undertake and agree to indemnify and hold harmless GISD and its Board of Education, individually and collectively, and the officers, agents and employees of GISD, from any and all such losses, expenses, damages (including loss of use) and to pay all damages, judgments, costs and expenses, including attorney's fees in connection with said demands and claims resulting there from. Any claims against GISD must be filed with the State of New Mexico.

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

10. GENERAL INFORMATION

- A. GISD reserves the right to reject any and all offers, to waive any informality, and, unless otherwise specified by the Offeror, to accept any item on an offer.
- B. GISD reserves the right to award by item, group of items, or total; to make multiple awards; to reject any and all offers in whole or in part if, in the judgment of the District, the best interests of Gadsden Independent School District will be served.
- C. GISD reserves the right to negotiate a change in Offeror representative if the assigned representative is not supplying GISD needs adequately. The right shall carry forward through the Request for Proposal period and the full time during which the service acquired as a result of this RFP is provided to GISD.
- D. Once award is made, the successful Offeror, his agents and employees, are independent contractors performing services for GISD and are not employees of GISD. They shall not accrue leave, retirement, insurance, bonding, use of vehicles, or any other benefits afforded to employees of GISD.
- E. The contract may be terminated by either party with thirty days written notice. By such termination, neither party is relieved of obligations or liabilities already incurred for performance or failure to perform prior to the date of termination.
- F. All work performed or items provided under the resulting contract shall be considered GISD property.
- G. The successful Offeror shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract without the prior written approval of the District.
- H. The successful Offeror agrees to abide by all Federal and State laws and rules and regulations of the State of New Mexico. The Offeror agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this contract. If the contract is found to be not in compliance with these requirements during the life of the agreement, the Offeror agrees to take appropriate steps to correct these deficiencies.
- I. The successful Offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the successful Offeror fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this agreement may be terminated by GISD.
- J. This request and all its attachments will be considered to be part of and incorporated into the resultant contract by reference. This request constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except as provided for in this Request. This request and the resultant contract will be interpreted and governed by the laws of the State of New Mexico.
- K. This agreement is contingent upon availability of appropriation. GISD reserves the right to terminate the agreement without penalty to the district.

11. PREPARATION OF PROPOSAL

Submit three (3) copies of the Request for Proposal in one sealed envelope to: Purchasing Office, RFP# 13-14-11, before 2:00 p.m. on February, 3rd, 2014. **IF DELIVERING YOUR PROPOSAL BY HAND, DELIVER TO 4950 MCNUTT, SUNLAND PARK, New Mexico 88063. YOUR PROPOSAL CANNOT BE DROPPED OFF AT THE FRONT DESK BUT MUST BE DELIVERED BY YOUR REPRESENTATIVE TO THE PURCHASING OFFICE. IF MAILING YOUR PROPOSAL, MAIL TO PURCHASING OFFICE, P. O. DRAWER 70 ANTHONY, NM 88021.**

FAXED OR EMAILED PROPOSALS ARE NOT ACCEPTABLE.

The Offeror must be qualified by experience, adequate financing and equipment to do the work called for in this Request for Proposal. This will be demonstrated, in part, by Offeror submitting a Contractor's Qualification Statement on the form appended hereto as part of the Offeror's proposal. The Offeror shall address its financial responsibility and strength, and any other information that would aid GISD in determining the Offeror's ability to meet the requirements of this Request.

Each Offeror shall submit with its proposal a list of references, including at least three comparable organizations for which the Offeror has performed comparable service. GISD reserves the right to contact any present or former customer of the Offeror, whether or not provided as a reference, and to include the result of that contact in the reference segment of the evaluation.

PLEASE INDICATE IF YOUR COMPANY HAS A NEW MEXICO STATE CONTRACT/GSA OR IS IN PARTNERSHIP WITH A VENDOR THAT HAS A STATE CONTRACT/GSA.

12. PROPOSAL EVALUATION AND SCORING

A. EVALUATION PROCESS AND SCORING METHODOLOGY

1. Receipt and Opening of Proposals

Proposals and modifications to proposals received prior to or at submission shall be time-stamped upon receipt and held in a secure place until the Evaluation Committee has scored the Proposal. Proposals shall not be opened publically and shall not be open to public inspection until the successful Offeror has signed a contract.

2. Evaluation Committee

The Evaluation Committee shall consist of a minimum of 3 persons appointed by GISD. The team shall collectively possess expertise in the technical requirements of the project and contracting. GISD may use independent consultants or agents to support the Committee, provided appropriate precautions are taken to avoid potential conflicts of interest.

3. Proposal

The Procurement Officer shall review each proposal to determine if it meets all of the mandatory

requirements. Proposals that do not meet the mandatory requirements shall be considered “nonresponsive.” The Offeror shall be notified in writing of the determination. The Procurement Officer will then distribute the proposals and individual score sheets to the Evaluation Committee, and will review how the proposals shall be scored.

4. Price

The Price shall be initially evaluated to ensure that the price offered is responsive to the RFP requirements and instructions and is realistic in respect to the project plans and specifications.

The price shall be evaluated on the basis of the numerical weight assigned below and scored in accordance with the following process to permit the scoring of competing Offeror’s price proposals in relation to one another: The Offeror with the lowest price shall receive the maximum price score, i.e., the maximum numerical weight assigned to the price below. The price score of each other Offeror shall be determined by applying the following mathematical formula: price of lowest Offeror divided by the price for this Offeror multiplied by the maximum price score:

$$\begin{aligned} &\text{Price of lowest Offeror divided by Price of this Offeror} \\ &\times \text{maximum price score} \\ &= \text{price score this Offeror} \end{aligned}$$

5. Scoring of Remaining Criteria

The Evaluation Committee members shall score the remaining criteria based on the scoring system below. Those individual scores will then be combined with the price score and converted to a numeric ranking of all proposals per Committee member. The individual member rankings per Offeror will then be totaled together to determine the overall ranking of the proposals.

10	Exceptional
9	
8	Exceeds Minimum Requirements
7	
6	
5	Meets Minimum Requirements
4	
3	Fails to Meet Minimum Requirements
2	
1	Unacceptable

6. Proposal Discussions

If mistakes are discovered after receipt of the proposal, the Offeror may so advise the Evaluation Committee prior to completion of the proposal evaluation process, or the Evaluation Committee may request clarification of information submitted by any or all Offerors in a written format with a specified deadline for response.

7. Discretion of Evaluation Committee

The Evaluation Committee has the discretion to apply the evaluation criteria and recommend the selection of the Offeror which is considered by the Evaluation Committee to be most advantageous to GISD.

B. EVALUATION CRITERIA: The following evaluation criteria will be used in award:

CRITERIA	POINTS
Price	50 POINTS
Past Experience with GISD and other Schools Districts and E-Rate	10 POINTS
Understanding of GISD Needs	10 POINTS
Personnel Qualifications, Certification, Experience, And References	10 POINTS
Financial Stability	10 POINTS
Response time to GISD	10 POINTS
Total	100 POINTS

Award will be to the firm receiving the highest score. The District reserves the right to award to a single firm or to multiple firms, whichever is determined to be in the best interest of the District.

13. BONDS

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Offeror prior to award of contract. The amount of the Bonds shall be the total proposal price exclusive of gross receipts tax. See NMSA 1978 13-4-18.

14. SCOPE OF WORK

GISD requests a complete proposal for E-Rate Services and products to be provided on an as-needed basis, per the attached Scope of Work. The proposal format should follow the Scope of Work and address how each Task would be accomplished.

ACCEPTANCE OF CONDITIONS OF PROPOSAL – 13-14-11

E-Rate Services and Products

NOTICE: TO BE CONSIDERED AS A VALID PROPOSAL, THE PROPOSAL MUST BE SIGNED BELOW.

The undersigned certifies that he/she has read and understood the request for proposal and scope of work, and that the firm submits the attached proposal in full compliance with all terms and conditions.

Name of Firm

Signature of Owner, Partner, Officer or Authorized Agent

Mailing Address

City, State and Zip Code

Telephone Number/Fax Number

New Mexico Contractor's License Number and Classification

In-State Certification Number

Federal Tax ID Number

Type of Entity

E-Mail Address

**Erate Priority One Internet Access Services:
Web Hosting, District main web page and 22 school web sites.**

Gadsden Independent School District, is requesting proposals from vendors to provide Web hosting services for District main office and 22 school sites, with a dynamic user-friendly access, which includes storage and website administration tools for creation and maintenance of the website. The selected vendor will be offered a three-year contract. Winning vendor contract will not be effective until Erate funding is secured.

**Basic Maintenance for Gadsden ISD Erate 17 FY14-15
20 school sites and 1 administration site (GAC)**

Cabling Basic Maintenance for Gadsden ISD Erate 17			
20 School Sites and 1 Administration Site (GAC) 90%			
School Name		Number of Rooms	
Anthony Elementary		30	
Berino Elementary		35	
Chaparral Elementary		30	
Chaparral Middle School		35	
Desert Trail Elementary		35	
Desert View Elementary		30	
Gadsden High School		50	
Desert Pride Alternative High School		14	
Gadsden Middle School		35	
Gadsden Elementary		30	
Loma Linda Elementary		30	
Mesquite Elementary		30	
Riverside Elementary		30	
North Valley Elementary		30	
Santa Teresa Middle School		35	
Santa Teresa High School		40	
Sunland Park Elementary		30	
Sunrise Elementary		35	
Vado Elementary		30	
Chaparral High School		50	
Administration Building (GAC)		30	

VoIP PBX Basic Maintenance for Gadsden ISD Erate 17					
20 School Sites and 1 Administration Site (GAC) 90%					
School Name	ShoreTel ShoreGear 90V	ShoreTel ShoreGear 50	ShoreTel ShoreGear 24A	Shoregear T1-K	Shoregear 220T1-A
Anthony Elementary	1	2			
Berino Elementary	1				
Chaparral Elementary	1	1			
Chaparral Middle School	2				
Desert Trail Elementary	1	1			
Desert View Elementary	1				
Gadsden High School	2	1		1	
Desert Pride Alternative High School	1	1			
Gadsden Middle School	2		1	1	
Gadsden Elementary	1				
Loma Linda Elementary	1	1			
Mesquite Elementary	1	1			
Riverside Elementary	1				
North Valley Elementary	1				
Santa Teresa Middle School	2				
Santa Teresa High School	2	1		1	
Sunland Park Elementary	1				
Sunrise	1	1			

Elementary					
Vado Elementary	1				
Chaparral High School	2			1	
Administration Building (GAC)				2	4
Totals	26	10	1	6	4

Server Basic Maintenance for Gadsden ISD Erate 17			
20 School Sites and 1 Administration Site (GAC) 90%			
Qty	Make and Model	Part#	Server Type
20	Compaq Proliant DL385G7	585335-001	Domain Controllers at 20 school sites
Shared Site Servers GAC			
Qty	Make and Model	Part#	Server Type
1	Compaq Proliant DL385G7	605871-005	GAC DHCP
3	HP Proliant BL685C G7	518878-B21	GAC Core Blade Servers: Domain Controller, Exchange, DNS
1	HP Proliant BL460C G7	603718-B21	Control Blade
1	HP Proliant BLC7000	507014-B21	Blade Enclosure
4	HP StoreVirtual 4530	B7E24A	GAC Core Live Production District Mailbox Storage

Network Electronics Break/Fix Service for Gadsden ISD Erate 17	
20 School Sites and 1 Administration Site (GAC) 90%	
Shared Site Routers/Switches	
Qty	Make and Model
1	Cisco Router 7206 VXR
1	Cisco Router 7507
2	Cisco 6509 Switch
1	Palo Alto PA-3020 Firewall
1	Cisco 3560X-24T-S
4	HP pro-curve 6121G/
1	Cisco Nexus 5000 Part#N5000FMS1K9=
School Sites Main Routers/Switches	
Qty	Make and Model
28	Cisco 4507 Switches
2	Cisco 6509 Switch
2	Cisco 3745 Router
3	Cisco 3845 Router
1	Cisco 3925E/K9 Router
13	Cisco 3640 Router
3	Cisco 3660 Router
School Sites IDF's Switches	
Qty	Make and Model
42	Cisco 3560XL
1	Cisco 3659G
18	Cisco 3560G-24
23	Cisco 2960-48PST-L
10	Cisco 3560G-48PS

Ruckus Wireless Access Point for Gadsden ISD Erate 17 90%										
Admin/GAC Location										
Qty	Make and Model									
1	Ruckus Zone Director 3000									
3	Ruckus 7363 Inside Access Point									
For 20 School Sites										
Qty	Make and Model									
155	Ruckus 7363 Inside Access Point									
26	Ruckus 7762 Outside Access Point									

Please provide separate proposals on the following for two school sites Santa Teresa Elementary and La Union Elementary.

Basic Maintenance for Gadsden ISD Erate 17 FY14-15

Cabling Basic Maintenance for Gadsden ISD Erate 17			
La Union and Santa Teresa Elementary 89%			
School Name		Number of Rooms	
La Union Elementary		30	
Santa Teresa Elementary		30	

VoIP PBX Basic Maintenance for Gadsden ISD Erate 17			
La Union and Santa Teresa Elementary 89%			
School Name		ShoreTel ShoreGear 90V	
La Union Elementary		1	
Santa Teresa Elementary		1	

Server Basic Maintenance for Gadsden ISD Erate 17				
La Union and Santa Teresa Elementary 89%				
Server Maintenance				
Qty	Make and Model	Part#	Server Type	
2	Compaq Proliant DL385G7	585335-001	LU and STE Domain Controllers	

Network Electronics Break/Fix Service for Gadsden ISD Erate 17						
La Union and Santa Teresa Elementary 89%						
Qty	Make and Model	Location				
2	Cisco 4507 Switches	La Union and STE				
1	Cisco 3745 Router	STE				
3	Cisco 3550-48 Switch	STE				

Ruckus Wireless Access Point for Gadsden ISD Erate 17 89%						
For La Union and Santa Teresa Elementary						
Qty	Make and Model	Location				
10	Ruckus 7363 Inside Access Point	La Union and STE Elementary				
1	Ruckus 7762 Outside Access Point	La Union				