



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP #25-033RR

RFP TITLE: E-Rate Category 2 Cabling for School Move, Adds & Changes

NIGP Commodity Code: 83829 & 83883

RFP Schedule

Action	Date & Time
RFP Issued	10/17/2024
Mandatory Pre-Proposal Meeting	10/28/2024 @ 10:00am (Local Time)
Pre-Proposal Location	Building O, Conference Room, 930 Oak Street SE Albuquerque, NM 87106
Mandatory Site Walk Through	10/28/2024 @10:30am (local Time) – Location to be Discussed in Pre-Proposal Meeting.
READ ALL DOCUMENTS: Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.	
Deadline for Questions	10/30/2024 @ 5:00pm (local time)
RFP Due Date and Time	12/03/2024 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry).</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Robert Russell
Phone Number	(505) 878-6123
E-Mail	Russell_R@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

RFP Submittal

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.

<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to due date and time. Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Offerors are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.**

RFP Term

Albuquerque Public Schools reserves the right to enter into a One (1) year contract with a Three (3) year option with the awarded Offeror(s).

TABLE OF CONTENTS

TABLE OF CONTENTS	PAGE #
OFFEROR'S GENERAL INSTRUCTIONS	3
TERMS AND CONDITIONS	8
PROTESTS	17
OVERVIEW	19
RFP SCHEDULE	19
SCOPE OF WORK	19
EVALUATION CRITERIA	35
SUBMITTAL REQUIREMENTS	38
FORMS AND ATTACHMENTS	41
PROPOSAL CHECKLIST	51

OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **CONE OF SILENCE:** APS has adopted a “Cone of Silence” to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor’s representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.
3. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.

Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
4. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
5. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
6. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
7. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages “confidential” for consideration to exemption. APS reserves the sole right to determine exemptions.
9. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.

10. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
11. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals. Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, “See Current Bids and RFPs”) prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
12. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the 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 to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
13. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
14. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications
16. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
17. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.
18. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

PLEASE NOTE: An Offeror cannot be awarded multiple preferences such as resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

19. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

Important Information: Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

Suppliers are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time. If you have any questions contact the Buyer listed on the RFP documents for assistance.

20. **EXTEND SUBMISSION TIME:** APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before or on the submission due date.
21. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
22. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
23. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
24. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.
25. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
26. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
27. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential.

The Procurement Department might 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 inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

28. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.

29. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” shall mean Albuquerque Public Schools (APS)

“**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.

“**Contractor**” shall mean the successful Offeror.

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.

“**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendation.

“**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder's bid.

“**Offer**” – the term means “proposal”, “solution”, means all documents submitted to APS responding to RFP.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“**Owner**” shall be Albuquerque Public Schools.

“**Purchase Order**” shall mean the document, which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“**Request for Proposal**” or “**RFP**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**Responsible Offeror**” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the RFP.

“**Responsive Offer**” or “**Responsive Proposal**” shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.

TERMS AND CONDITIONS

1. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
3. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
5. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.
7. **PRICING ESCALATION (if applicable):** Price escalation may be considered once per year and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
8. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
11. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
12. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and APS.

B. Termination by APS

1. For Cause

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

2. For Convenience

- a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
 - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
 - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror’s fault or negligence, or that of any of his/her employees, agents or subcontractors. Offeror shall save and hold harmless Albuquerque Public Schools against any and all losses, cost, damage, claims, expenses or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Offeror’s operation shall be repaired and/or restored to their original condition at the Offeror’s expense.

14. **INSURANCE:** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence	\$1,000,000
General Aggregate - \$2,000,000	
Product/completed operations aggregate \$1,000,000	
Professional Liability Insurance (E&O)-per occurrence	\$2,000,000
Professional Aggregate - \$2,000,000	
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000

Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Worker's Compensation and Employers Liability	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Board of Education
Albuquerque Public Schools

Certificate of Insurance forwarded to: Albuquerque Public Schools- Procurement Department
P.O. Box 25704
Albuquerque, New Mexico 87125

15. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
16. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
17. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
19. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
20. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
21. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
22. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address). Proposal prices shall include all freight and delivery charges.
23. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

24. **INSPECTION**: Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
25. **ACCEPTANCE**: Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
26. **BUYERS REVOCATION OF ACCEPTANCE**: Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS**: The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
28. **INVOICES**: Vendor shall submit invoices directly to APS Accounts Payable, unless otherwise instructed. Invoices may be sent to accounts.payable@aps.edu. Each invoice shall include APS Purchase Order Number. Invoices that are missing APS purchase order numbers are not eligible for payment.
29. **PAYMENT**: Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
30. **USE OF DISTRICT NAME OR LOGO(s)**: Vendor may not use APS official name or logo, or any phrase associated with the District, without written permission from the Superintendent of Schools or their designee.
31. **DISPUTE RESOLUTION**: In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. TERMINATION FOR CAUSE AND CONVENIENCE

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and

any unit prices specified in the contract, as applicable.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246

of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding or unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Clean Air Act

- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- I. The contractor agrees to comply with all applicable standards, orders, or regulations

issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11 ACCESS TO RECORDS

The following access to records requirements apply to this contract:

a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

Acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12.DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROTESTS

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 3 K-8 schools, 18 schools of choice, 27 middle schools, 83 elementary schools plus 33 APS authorized Charter schools. APS has approximately 67,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Dr. Gabriella Durán Blakey.

The Albuquerque Public Schools Board of Education has shifted how it governs, prioritizing its work to focus on student outcomes. This Student Outcomes Focused Governance framework centers on the vision and values expressed by the APS community to support what we want our students to know and be able to do.

Reference the attached link regarding APS Goals and Guardrails:

<https://www.aps.edu/about-us/board/board-work/goals-and-guardrails>

RFP SCHEDULE

The RFP Buyer will make every effort to adhere to the RFP Schedule as noted on front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee **MAY** interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores may be re-scored to reflect written response and interview response.

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Category Two (2) Services. Cat 6 and Cat6a cabling services for cable drops on an as needed basis. The project will be based on time and materials to support moves, adds, changes (MAC) and upgrades for the APS Technology Department on an as needed basis.

Summary Description:

APS has school sites and Portables where in areas cabling infrastructure is limited or non-existence and needs to be added in a case-by-case basis, along with infrastructure that has degraded overtime. This proposal is to establish an annual agreement on a time and material basis to address the district's needs for the addition of cable drops on an as needed basis. The APS district intends to leverage these services on an as needed basis. (Based on an average price per foot of Cat 6 along with the individual cabling components – Total Cost of Installation)

Vendors must follow all specifications and guidelines in the APS technology cabling, network infrastructure requirements and technical specifications provided in this proposal. APS desires any vendor bidding on proposal to have a minimum of one (1) Registered Communications Distribution Designers (RCDD) on paid staff to bid and perform work per APS requirements.

Scope of work:

APS is requesting Cat 6 cabling and Cat 6A for WAPs for MAC or re-cabling from our MDFs and IDF's to classrooms. The required work will vary from project to project. APS is asking for vendors' best estimated cost for cabling per foot, and associated components on this Proposal for locations listed in Appendix A. The work will be performed on a time and material basis.

Installation will include both network (Cat6 and Cat 6a copper), termination, Jacks, plates, patch panels, and cable management components, raceways, network racks, D-rings etc, as needed. The Vendor will provide quotes on an as needed basis per APS requests. The work will be performed on a time and material basis. APS has a CommScope cabling infrastructure and is strongly preferred. Vendors may price other manufactures that are equal in performance or better. Vendors proposing alternative cabling must explain if and how it impacts the district's existing Commscope warranties.

Some special systems cabling may be required, but will be cost allocated out of E-rate funding. Note removal of old cable is required by code when doing upgrades cable replacement.

- Vendors will provide all materials, cabling, jacks, faceplates, racks, cable management, path cables, conduit, junction boxes and any necessary equipment for completion of the cabling of a project. The price per foot should not include conduit, molding, boring, cabinets, enclosures, or racks. If these products/services are needed they will be priced outside of the cost per foot, on a separate quote to support the cable add.

Vendors must provide detailed quotes and bills of all materials and labor to allow for a successful completion of the FCC form 471.

Details for this RFP and Pricing

- Each drop, whether Category 6 or 6A, will be approximately 325 feet.
- It is expected that each Category 6 drop will be a dual drop.
- It is expected that each Category 6A drop will be a single drop.
- It is expected that each drop will include two (2) jacks and two (2) 2-port faceplates for Cat6.
- It is expected that each drop will include one (1) jacks and one (1) 1-port faceplates for Cat6A.
- It is expected that each drop will require basic pathway hangers (e.g. J-hooks).
- Do not include patch panels as most drops will not require a patch panel, It is expected that the project over a year may require no more than (10) 24-port patch panels?
- It is expected that each drop will be terminated to a patch panel and the vendor will provide a Category 6 patch cord (one (1), three (3), or six (6) feet in length) to connect the patch panel to the switch/router.
- The price per foot will include the labor to install the cabling and items listed above.
- The price per foot should not include conduit, molding, boring, cabinets, enclosures, or racks. If these products/services are needed they will be priced outside of the cost per foot, on a separate quote to support the cable add.

APS will not require any type of services, as this is a cabling infrastructure only purchase.

Warranty, Support and Uptime, vendor will provide a one (1) year standard warranty on all workmanship and manufacture warranty on all material.

Provide a Cost per foot inclusive of materials and labor and an imputed cost based on the estimated feet. (See Appendix A)

Bonding Requirements:

Bid Security (Bond): In accordance with NMSA § 13-1-146, bid security must be submitted with proposal at the amount per statute. Bond must be satisfactory to APS, executed by a surety company authorized to do business in the state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

Performance and Payment Bonds:

In accordance with NMSA 1978 § 13-4-18, the successful Offeror, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% for any project which exceeds \$25,000.00). Provide, with the submitted proposal, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain 100% Performance; Labor, and Materials Payment Bonds of proposed amount if awarded.

Offerors shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit. Additionally, the Owner will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. **The cost of all bonding will be paid by the Offeror and will not be paid by the Owner.** These costs are to be included in the Offeror's price proposal.

Subcontractor(s):

Subcontractor Listing Requirement: Pursuant to NMSA 1978 §13-4-34, a bid for any public works construction project shall provide a listing threshold which shall be five thousand dollars (5,000) or one half of one percent of the estimate of the total project cost, whichever is greater. A bid submitted who fails to comply with 13-4-34-A is a nonresponsive bid.

Subcontractor Bonds: Pursuant to NMSA 1978§ 13-4-37, It is the responsibility of each Subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond.

Pursuant to NMSA 1978 §13-1-148.1, A Subcontractor shall provide a performance and payment bond on a public works building project if the Subcontractor's contract (to the Contractor) for work to be performed on a project is one-hundred twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

Registration: Any Contractor, Prime contractor or Subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) must be registered with the Department of Workforce Solutions, pursuant to NMSA 1978 §13-4-13.1..

Substitution of Sub-Contractors: A bid submitted by a registered prime contractor wishing to substitute a Subcontractor must be in compliance with NMSA 1978 § 13-4-36.

Prevailing Wages: Pursuant to NMSA 1978 §13-4-11, every job contract or project in excess of sixty thousand dollars (\$60,000) that APS is a party to for construction, alteration, demolition, or repair or any combination of these, including painting and decorating of public buildings, public works or public roads shall comply with the aforementioned statute.

Licensing Requirements: The successful Contractor shall be properly licensed in the State of New Mexico per requirements of the New Mexico Construction Industries Division.

TECHNICAL SPECIFICATIONS

A. GENERAL REQUIREMENTS

1. **Codes:** All work shall be executed in accordance with the current **National Code**, as amended by the **New Mexico State Code**, local and state ordinances, and FCC regulations governing the particular class of work involved. The contractor shall be responsible for the final execution of the work under this heading to suit these requirements. In the event of a conflict between the various codes and standards, the more stringent shall govern. Upon completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved. Upon completion of the work, this contractor shall obtain and deliver to the APS final certificates of acceptance. The contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from his failure to comply with codes and ordinances.

All installations shall comply with federal, city, county and state laws, ordinances, regulations, and codes as applicable. Contractors are required to own and maintain the most current edition of the NEC Code Book.

2. **Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of IEEE and ANSI/EIA/TIA Telecommunication Standards. If substitute materials, equipment or systems are installed without prior approval or are installed in a manner not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all the unauthorized materials plus the re- installation of those indicated or specified shall be provided at no extra cost to the owner. Unless a specific date of issue or revision is cited, the documents listed below are the current issue in effect. The requirements contained become part of the contract to the extent specified herein. Except as may be modified by the governing codes and by the Contract Documents, the contractor will comply with all District and Data Communications Divisional design and installation standards.

Contractors are also required to own and maintain the most current edition of BICSI Telecommunications Distribution Methods Manual and the United States National CAD Standards.

Listing of Reference Documents:

- National Code (NEC)
- Electronics Industries Alliance / Telecommunications Industry Association (568, 569, 606, 607, TSB40)
- Institute of and Electronics Engineers, Inc. (IEEE)
- American National Standards Institute, Inc. (ANSI)
- BICSI's Telecommunications Distribution Methods Manual (TDMM)
- BICSI's Network Design Reference Manual (NORM)
- BICSI's Wireless Design Reference Manual (WORM)
- BICSI's Customer-owned, Outside-Plant Design Manual (CO-OSP)
- National CAD Standard (NCS)
- National Manufacturers Association (NEMA)
- American Society of Testing Materials (ASTM)

3. Licensing and Personnel Qualifications: Licensing and Personnel Qualifications: Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements, including at least one New Mexico Licensee - EE98. Actual work is to be performed only by workmen properly licensed and skilled in applicable trade. No one under age 18 is to be employed on any APS project.

Contractor must have One (1) BICSI Registered Communication Distribution Designer (RCDD) on the local payroll as a full-time employee. The contractor exclusive Point-of-Contact for APS will be their RCDD(s). Contractors are not permitted to borrow, lease, sub-contract, form partnerships or establish retainers with any individuals or with other companies in order to fulfill the licensing and qualifications of this contract. Value-add preferences will be considered for contractors with Aruba certifications, RCDD/Specialty certifications, such as Network Transport Specialist (NTS), Wireless Design (WO) or Outside Plant (OSP). Contractors must use Journeymen installers who have and maintain BICSI Technician certifications or Apprentice installers with a minimum of 6 months experience with a BICSI Installer Lever I certifications at all APS job sites. Contractors must maintain current manufacture certifications. Successful contractors are required to establish and maintain a local office with sufficient and qualified personnel to support this contract.

4. Permits, Licensing and Reimbursement of Fees: It is the contractor's responsibility to secure in a timely manner and pay for all necessary permits required for any particular job. The exact cost only of approved job permits will be reimbursed by APS with no markup. Add to invoice as a separate and documented item. APS does not pay for business licenses, contractor licenses, certifications, or renewals of the same, memberships in professional affiliations, and similar costs of doing business, which are the contractor's obligation to secure and maintain. It is the contractor's responsibility to contact the APS Environmental Department to obtain the required Asbestos Permits prior to network installations. Contractor will pull permits from the City of Albuquerque and will also be subject to City inspections for code compliance and/or any other relevant aspect of the job. The contractor will coordinate City inspections with the appropriate APS department.

5. Supervision: The work shall be performed under the direction of a qualified project manager experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and shall normally be present on the site during the execution of the work. The cost of

such a project manager will be considered as a part of the contractor's overhead and may not be billed as a separate charge. If the project manager should perform actual work at the site, the contractor may bill at the appropriate job classification for the hours worked.

6. Project Performance: Work performed under this contract is subject to strict APS internal controls and industry standards. APS may elect to perform all or a portion of any project utilizing this contract, or to bid any project separately. Past work performance and work history may be included as a criteria to bid separate projects under this contract. If APS shall elect to use this contract, APS will expect to receive a quote within five (5) business days, sent via email, to the APS Designee, on a per project basis. The quote must provide the following information to be line-itemed by Make/ Model / Description / Quantity / Price and Labor costs for: Network Electronics, Cabling, Connectivity, Enclosures and Pathways. Contractor shall submit the quote to APS for review. Based upon APS's calculations, internal estimates, budget etc. the quote will be approved or discrepancies renegotiated with the contractor. Change orders will follow the same guidelines. Lump sums are not acceptable either as estimates or invoices.

6. Project Procedures: The contractor is required to coordinate these projects with all applicable APS IT Departments defined as Enterprise Cabling Division (ECO), Facilities, Design & Construction (FDIC), Maintenance & Operations (M&O), in addition to Site Administrators and Site Technology Coordinators. Funding may be available from a variety of APS accounts, but is limited. Contractor may be contacted directly by a department, school or an APS employee for work to be done. At this point, the contractor is not to proceed without contacting ECO - Enterprise Cabling Division. Enterprise Cabling Division will provide a Designee to serve as the Point of Contact (POC) between the APS entity and the contractor. The Designee will define the Scope of Work for the project and must approve all quotes prior to requisition submittals. Final inspections will be made by Enterprise Cabling Division and the Technology Infrastructure Coordinator; and in coordination with Facilities, Design and Construction and/or Maintenance & Operations on new construction, renovations and modernization projects. Upon completion of a project, the contractor shall promptly notify the Enterprise cabling Division and deliver As-Builts within IO working days.

Approval for clearance of asbestos-containing materials, provision of adequate service, and coordination with other construction projects, utility spotting and similar are essential to be cleared prior to beginning any project. Asbestos removal or handling is not within the scope of this contract. Prior to the initiation of a project, contractors shall contact the

M&O Environmental Hazard Department, for an Asbestos Permit. Contractors shall coordinate networking projects with M&O's Technology Infrastructure Coordinator regarding mechanical, structural, HVAC and upgrades.

The following personnel listed according to their various departments/responsibilities have been designated as authorized contacts for purposes of this contract. This list is subject to revision at any time.

- Executive Director (Interim) – Brian Thompson
- Manager of Enterprise Cabling Division – Richard Sanchez
- Executive Director Procurement – Charlotte Gensler
- Director, Procurement – Robert Russell

7. **Work Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to NOT perform work requests which are clearly beyond the defined Scope of Work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations may become the personal liability of the individual requesting such work and APS will be under no obligation to make payment.

8. **Work Scheduling:** All work shall be, insofar as possible, performed during normal working hours (7:00 A.M. to 5:00 P.M.) Monday through Friday. Other shifts such as 2:00 P.M. to 11:00 P.M. may be mutually agreed upon should this be the most expeditious manner in which to accomplish the project. However, all work shall be closely coordinated with both the APS Project Manager and the Site Administrator to avoid interference with any facility schedule. Weekend hours are only permissible if approved by Site Administrator and require an approved Facility Access from APS School Police.

All workmen shall sign in and out through the administrative office when arriving at the site, and again when leaving. A list of worker's name(s) and job classifications(s) shall be included. Site workers must wear distinctive clothing identifying the company e.g., shirt with company logo and a company badge, including sub-contractors A reasonable code of conduct must be observed. Profanity and other forms of vulgarity will not be tolerated.

9. **Support Service:** The contractor shall be able to provide timely service in the event of needed repairs, malfunctioning of equipment, warranty problems and similar.

- **Required Test Equipment** - Contractor shall own Cable Testers and Analyzers, Network Testers (Fluke or Wirescope), power source and light meter, Visual Fault Locators and an OTDR.
- If a **major malfunction** of the equipment occurs (when the entire system is inoperative), the contractor shall respond onsite to the customer within four (4) hours from the time the contractor first receives the customer's request for maintenance and will complete such repairs within 48 hours. The contractor shall be able to respond to multiple major malfunction calls at any one time. Overtime hours must receive prior approval from APS designee.
- If a **minor malfunction** occurs, the contractor shall respond to the customer during normal working hours within 24 hours from the time the contractor first receives the customer's request for maintenance and shall complete such repairs within 48 hours. The contractor shall be able to respond to multiple minor malfunction calls at any one time. Procedures defined under this Paragraph 4 are applicable.
- **Emergency Requests** - Contractor will be expected to respond immediately to a request for work to be performed. APS Network Services shall arrange access to buildings.

10. **Interrupting Services:** The contractor shall coordinate the execution of all work within the building in order to minimize interference with the operation of existing network, mechanical, plumbing, and utility systems during construction or repair work. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with the appropriate APS project manager to minimize system down times. Absolutely no interruption of the existing services will be permitted without the prior approval of APS.

11. Safety: The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officer, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors, in connection with this contract.

12. Emergency / Lockdown Procedures: In case of a work related emergency or accident, the contractor shall immediately contact 911 as applicable. The contractor shall also contact the site administrator, the Divisional Manager of Enterprise Cabling Division and the M&O Emergency Hotline at 764-9601. In case of a site lockdown, contractor employees shall adhere to all APS procedures.

13. Guarantee: The contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from all defects and shall agree to replace at his/her expense, without expense to APS, any and all defective equipment, parts, etc., within 12 months after service is accepted by APS. This excludes normal maintenance and daily servicing of equipment which is the owner's responsibility.

14. Protection of Adjacent Surfaces: The contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, systems, piping, furnishings, and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of Albuquerque Public Schools.

15. Protection of Work: The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.

16. Clean-up: The contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.

17. Final Acceptance: The contractor shall notify the Enterprise Cabling Division when each project is complete, whereas arrangements will be scheduled for a prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed. Final acceptance also includes receipt of As-Builts, Cabling Certifications and all other such final documents. A Data Communications representative, a contractor's representative, the M&O Technology Infrastructure Coordinator and the APS Site representative must all sign-off on the Scope of Work as declaration of project completion.

18. Releases of Lien: If applicable, the contractor shall provide unconditional releases of lien from all subcontractors and major material suppliers when submitting his final invoice at the end of each

project. When applicable, final invoice for each project shall be accompanied by all required guarantees, operations manuals, as- built and/or other submittal required by the contract.

19. Surplus Equipment: Upon acquiring surplus networking equipment, such as electronics, mounting and connectivity hardware, racks and enclosures from network upgrade and demolition projects, the contractor will promptly deliver all surplus items to the Data Communications Division.

B. DETAILED REQUIREMENTS

1. Manufacturer Specifications:

- **Cabling / Connectivity** - Past Performance Tests between seven (7) cabling manufactures was conducted by Enterprise Cabling Division. The following six (6) major components: Price, Support, Distributorship, Availability, Structural and properties. Based on comprehensive test results, the following cabling manufactures have been specified for District Networking Projects:

Connectivity	Cabling - UTP CAT6 a	bling - Fiber	!CAT6 Patch Cables
CommScope - Uniprise	CommScope - Uniprise	OCC/Uniprise	CommScope - Uniprise

- **Network Electronics**

Switches	!Wireless Components	Routers	Media Converters
Aruba	!Aruba	<i>NIA</i>	!Aruba

Note: Switches and configurations to be coordinated with the APS Networking Department.

Manager of Enterprise Cabling Division – Richard Sanchez

- **Equipment Racks**

Floor Mount	Wall Mount	Portables
Chatsworth (CPI) or equivalent	Chatsworth (CPI) or equivalent	EDP or equivalent
	Superior Modular or equivalent	

2. Specification Deviations: Technical Specifications are binding. However, in instances where a major irresolvable problem of an approved manufacture has occurred, APS retains the right to specify an alternate manufacturer.

3. Cabling Warranties: Contractors are required to provide a Manufacture Warranty Certification for all completed Network Installations projects for new schools, classroom additions, renovations, upgrades, LAN expansions. This Warranty shall be hand-delivered to the Data Communications Division no later than one month after project completion.

4. Materials, Delivery, Storage and Handling: The contractor shall be responsible for the receipt, safe storage, and delivery of materials and equipment to the job site. All products and materials will be shipped and stored in a manner that will protect from damage, weather and entry of debris. Damaged items will not be installed; contractors will take immediate action to obtain replacement. Materials (except bulk materials) shall be delivered in the manufacturer's unopened container, fully identified with the manufacturer's name, trade name, type, class, grade, size and color.

Any materials required to be stored shall be suitably sheltered from the elements. Items subject to moisture damage will be stored in dry, heated space. On-site secure storage area may or may not be available. The contractor shall not store or place materials on APS floors in excess of the floors' designed load limits.

5. Procurement of Other Materials: APS reserves the right to procure any material through normal procurement channels and to furnish such materials to contractors for installation. Any such materials shall not be marked up by the contractor in any manner. APS may from time to time order parts or other materials only from this contract as a convenience or because of the nature of a particular work order, but the general intent is for the contractor to supply all materials and labor for a given job. Contractor and APS shall be in agreement as to exact parts/materials to be used prior to commencement of any work.

6. General Installation Requirements: The locations of poke-throughs, stub-ups, outlets, panels, equipment racks and other related products as indicated on the drawings will be understood to be approximately correct and will be subject to such revision as may be found necessary or desirable at the time of installation. Particular caution will be exercised with reference to location of Wireless Access Points, surface raceways, power poles, outlets etc., with precise and definite locations accepted by the owner before proceeding with the installation. The contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and that cable bends maintain the proper radius during the placement of facilities. Failure to follow the appropriate guidelines will require the Contractor to provide in a timely fashion the additional material and labor necessary to properly rectify the situation. This shall also apply to any and all damages sustained to the cables by the contractor during the implementation.

Installers must be qualified to perform the work and be knowledgeable in the following activities:

- Cable installations and terminations for specified copper and fiber optic cables.
- Installation of network electronics including switches, fiber modules, stacking kits, WAP's, etc.
- ANSI/EIA/TIA 606A Administration labeling and documentation.
- Bonding and grounding where required.
- Testing copper and fiber circuits for performance compliance.

Industry Cable Installation Standards as well as manufacturer's instructions will be used for in-process quality control and final acceptance of the work installation. Installers will be required to provide and use the proper tools in the performance of each activity. The tools must be in good working order. The owner reserves the right to review the tool lists and tool maintenance procedure for the contractor. APS reserves the right to bring in the Manufacturer's representative to inspect the workplace and quality of work.

7. Horizontal Cabling:

- Contractor shall supply horizontal cables to connect each information outlet to the backbone subsystem on the same floor.
- Unless otherwise noted on the floor plans or within this document, the type of horizontal cables used at work location shall be rated Category 6 UTP / Augmented.
- Cable jacket and Wall jacks shall be "Blue" in color.
- The Category 6 VTP / Augmented cables shall be run using a star topology format from Telecommunications Room on each floor to every individual Telecommunication Outlet.
- All cable routes to be approved by the project manager prior to installation of the cabling.
- The length of each individual run of horizontal cable from the Telecommunication Closet on each floor to the Telecommunication Outlet shall not exceed 295 ft (90 m).

- Contractor shall observe the bending radius and pulling strength requirements of the Category 6 UTP cable during handling and installation.
- OSP cables required for all wet locations. (Example: Underground conduit feeds)
- Each cable between the termination block and the information outlet shall be continuous without any joints or splices unless approved by Designee.
- In suspended ceiling and raised floor areas where walker duct, cable trays or conduit are not available, the Contractor shall bundle station wiring with plastic cable ties at appropriate distances. The cable bundling shall be supported via "J" hooks attached to the existing building and framework.
- Plenum cable will be used in all appropriate areas.
- If the interior of walls are not obstructed, the Contractor shall conceal horizontal distribution wiring internally within the walls. If such obstructions exist, the Contractor shall secure approval by the project manager prior to the use of an alternate method.
- The Category 6 UTP cable shall be Underwriter's Laboratories (UL) listed type MPR, OSP, MPP,CMR, or CMP as stated later in this section.
- Contractor shall provide project manager with detailed cable run diagrams for cable runs within raised floor detailing exact locations of cable for review and approval by project manager after coordination with other contractors, architect or design professional and general contractor.
- Conduit runs installed by the contractor shall not exceed 100 feet or contain more than two 90 degree bends without utilizing appropriately sized pull boxes.
- All terminations will comply with ANSI TIA/TIA 5688 Standard
- Infrastructure cabling and Patch Cables Color Scheme: Cables colors for the following uses will be:
 - a. BLUE - Data
 - b. White - Phone /Analog
 - c. Yellow - Wireless
 - d. Green - Security Cameras
 - e. Black - Mechanical
 - f. Purple - Electrical
 - G. Gray - Intercom

8. Patch Cables:

- All patch cords shall exceed ANSI/TIA/EIA and ISO/IEC Category 6 Specifications/ Augmented
- Patch cords shall be UL listed and UL-C certified.
- Cable jacket shall be "White" in color for Analog lines.
- Coordinate with Enterprise Cabling Division on lengths for network patching. Will vary per installation.

9. Backbone Cabling:

- 6 - strand minimum, tight-buffer Fiber Backbones between Distribution Frames.
- Aerial, OSP Fiber cables shall be made of an indoor/outdoor/plenum rating where transitions are required from buildings.
- Contractor shall supply and install the transmission media and terminating hardware to provide interconnection between the MC and each TR in a star topology.
- All cable routes to be approved by the project manager prior to installation.
- Riser and tie cables shall be extended between TR's utilizing the interflow conduit sleeves.
- Contractor shall observe the bending radius and pulling strength requirements of all backbone cables during handling and installation.
- Contractor shall supply and install the transmission media and terminating hardware to provide inter-building communications facility.
- All cable routes to be approved by the project manager prior to installation.
- Contractor shall supply OSP copper cable, OSP optical fiber cable and electrical protection devices that will prevent electrical surges on the cable from entering buildings.
- All buried and underground conduits are required to contain a Tracer wire in the conduit. Service Entrances must be recorded as part of the As-Builts for future spotting references..
- Aerial cable will consist of U/V rated Category Cat 6, or U/V rated fiber optic cable.
- Use self-supporting cable rather than lashed cable if: (1) It is available in the required size, (2) there is no existing strand for voice and data, (3) new cable cannot be lashed to existing cable unless approved by an APS representative, and (4) adequate space exists for growth.
- Aerial connecting hardware and enclosures must be UV and NEMA4 rated.
- All clearances and separations must meet NEC and local codes. NO contractor will install any cable on the roof/s of any APS facilities, or make any roof penetrations unless given written permission by M&O.
- The fiber cable runs will include a 10-foot Service loop at each distribution closet and/or point.

10. Fiber Specifications:

50 micron Multi-mode Fiber

10 Gigabit bandwidth capacity
 300 meters (984') maximum
 distance LC type terminations
 Preferred

62.5 micron Multi-mode Fiber

10 Gigabit bandwidth capacity
 220 meters (720') maximum distance LC

type terminations Preferred

Single-mode Fiber

IO Gigabit bandwidth capacity
40 kilometers (~25 miles)
maximum distance LC type
terminations Preferred

11. Wireless Specifications: Wireless access points (WAPS or AP's) shall be planned for and installed per requirements set forth by APS IT department. Wireless shall be deployed in all public areas such as classrooms, conference rooms, study areas, stadiums, open areas adjacent to buildings, etc. BICSI TDMM Requirement / Environmental considerations: when deploying and or designing wireless networks, thoroughly evaluate the environment in which it will be used. This evaluation can be performed through a site survey, and or by complying with wireless standards (Bicsi; TDMM and or the Bicsi Wireless Standards Manual), propagation analysis, or modeling. Materials, objects, local geography, electrical, HYAC units and other EMI / RFI factors in the atmosphere can affect wireless communications. Consider these factors when deploying the wireless access points. Per Bicsi/EIA/TIA/IEEE/ANSI: factors affecting the behavior of waves: reflection, Refraction, Scattering, diffraction, and or absorption any of the following factors can affect the wireless broadcast and design considerations need to be considered when designing and or when installing the wireless. Design / Installation requirements: Ceiling installation in the center of a classroom is APS's standard: other facilities may vary on the placement of the WAPs: examples Gym's, Library's, Auditoriums, Cafeteria's, Etc.. WAP locations that are in areas with lay in ceilings will require per code to be self-supported to the ceiling deck and the WAP will be mounted to a T-Bar hanger and centered in the tile in the center of the room and supported to the red iron/ I- beams and or trusses. Wall Installations can only be installed If APS IT approves the installation. For specific wireless details contact APS IT Department. (New 20 I 9/ 20 requirement one (1) WAP per classroom; one (1) Cat6 drop per coordinate with IT on other wireless installation requirements if higher than IO feet.

12. Pathways: In suspended ceiling and raised floor areas where duct, cable trays or conduit are not available, the Contractor shall bundle, in bundles of 50 or less, station wiring with cable ties snug, but not deforming the cable geometry. Cable bundles shall be supported via "J" hooks attached to the existing building structure and framework at a maximum of five foot (5') intervals. The contractor shall adhere to the manufacturer's requirements for bending radius and pulling tension of all data cables. Cables shall not be attached to or supported by fire sprinkler heads or delivery systems or any environmental sensor located in the ceiling air space. Cables shall not be attached or lift out ceiling grid supports or load directly on the ceiling grid. Plenum rated cable ties shall be used in all appropriate areas.

Aerial pathways shall consist of rigid conduit masts and 30' utility poles, not to exceed a span of 75,' and wedge clamps as secure attachments to aerial messengers.

13. Portable Buildings: Network connections to Portable classrooms and offices shall be based on an aerial fiber service entrance in a star-distribution topology with a Quick-Disconnect Industrial connector. In rare cases, a wireless bridge may be specified. The following is a list of specifications for the Quick-Disconnect Industrial connector and fiber backbones:

Part# TBD
TBD TBD
TBD OC-
040818-0 I
BX -WLS-900-OFNR

Manufacturer w/ Description OCC, LC, MM Industrial
plug OCC, LC, MM Industrial outlet OCC, Outlet Dust
Cap
OCC, Plug Dust Cap
OCC, 2 strand, 62.5 Multi mode Fig. 8, w/ Blue jacket OCC, Multi-strand,
Indoor/Outdoor/Plenum rated.

14. Equipment Racks and Enclosures: The equipment racks shall be made of lightweight steel and include mounting hardware. Enclosures shall be lockable, vented, include fan kits (50 cfm max per fan), and mounted in compliance with NEC clearance codes and ANSI/EIA/TIA mounting standards. All racks shall be grounded to the isolated ground bar within the TR/ ER using a standard ground lug and #6 jacketed green cable. Contractor may install receptacles as required to power up Networking Equipment in MDF and IDF enclosures.

15. Administration

Identification

All cables and conduits shall be labeled by the contractor at each exposed point or end with a unique identifier and a description of the cable function to ease individual cable tracing based on ANSI/EIA/TIA 606A and District standards. Labels shall be permanent, waterproof, and readable from one foot with permanent lettering and shall not be removable by normal cable handling or normal operations.

As-Builts Requirements

Contractor is required to provide As-Built drawings at the completion of each project. They must be of professional quality, capable of being reproduced and with reasonable archival standards. As-Builts shall be delivered within 10 working days after project completion. Hand-drawn As-Builts are not acceptable. Upon completion of the project, paper and electronic copies of the As-Builts are to be provided to the Data Communications Division, as well as a hard copy to the Site Technology Coordinator. **As-Builts are required to be drawn in the latest version of auto desk's AutoCAD software and comply with the United States National CAD Standard as follows:**

- ES - Site Plan - Details include Telecommunications pathways and spaces; Conduits, pull boxes, underground boxes, sleeves, masts and utility poles.
- TN-DATA, Telecommunications Network Layer - Details physical locations and labeling for network drops, MDF, IDF's, wireless access points and backbones.
- Labeling compliance with ANSI/EIA/TIA 606A standards and District standards

- Electronic As-Builts will be sent as a complete set which include both the .dwg and .dwf formatted files.

Grounding and Bonding Requirements: The contractor shall be responsible for providing an approved ground at all newly installed distribution frames, and or insuring proper bonding to any existing facilities. The contractor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes and framework. All grounds shall consist of #6 A WG copper wire and shall be supplied from an approved building ground and bonded to the main ground. Bonding and grounding shall be in compliance with the NEC and ANSI/EIA/TIA 607 standards.

When required by local code, provide a Telecommunications Bonding Backbone utilizing a #6-A WG or larger bonding conductor that provides direct bonding between equipment rooms and telecommunications closets. This is part of the grounding and bonding infrastructure (part of the telecommunications pathways and spaces in the building structure), and is independent of equipment or cable.

16. Fire stopping and Penetration Sealants: Sealing of openings between floors, through rated fire and smoke walls, existing or created by contractor for cable pass through shall be the responsibility of the contractor. Any openings created by or for the contractor and left unused shall also be sealed as part of this work. All sealant materials will be installed according to manufacturer's directions and recommendations. No foam sealants are to be used.

Provide UL and ATSM approved fire stopping systems to restore fire ratings to all wall or floor or ceiling penetrations. Contractor must provide certification of such fire stopping along with as-builts indicating the locations of such penetrations.

The fire rating of the penetration seal shall be at least that of the floor or wall into which it is installed, so that the original fire rating of the floor or wall will be maintained as required by Article 300-21 & 22 of the NEC. Sealing of annular space of conduits is also required.

The sealant shall remain resilient and pliable to allow for the removal and/or addition of cable without the necessity of drilling holes. It shall adhere to itself in order to allow any and all repairs to be made with the same material. It shall allow for vibration, expansion and/or contraction without affecting the seal, cracking or crumbling.

1. **Cable Testing:** Contractor will provide a cable certification from the manufacturer based on their warranty period, as proof that the system is fully operational. If at any time during this period, cable or workmanship should be defective, the contractor will repair or replace in a timely manner at no charge. The above-referenced certifications must be delivered to APS no later than 30 days after completion of the project. Test equipment manufacturers may include only Wirescope or Fluke. The contractor shall perform the cable tests for all cables specified as follows unless otherwise noted or approved by the owner:

Category 6, UTP / Augmented cables

All installed cable will be Channel and Permanent Link tested determining continuity, shorts, reversed pairs, split pairs, attenuation, return loss, NEXT, PSNEXT, ACR, PSACR, ELFEXT and PSELFEXT. The continuity of all grounds and bonds will also be tested.

All of the installed station cables shall be tested for attenuation loss at 250 MHz and results reported in dB.

Test 100% of all the station cable runs and provided patch cables for the correct jack pin terminations as specified.

Fiber Optic Cables

- All multi-mode fiber optic tests will be performed at the 850nm and 1300nm windows in both directions. All single mode fiber optic tests will be performed at the 1300 and 1550nm windows in both directions.
- All connectors will be tested and the loss measured in dB, connectors will have a loss of 0.5 dB or less to be accepted.
- All fiber optic links will be tested and the loss measured in dB/KM.
- All fiber optic links will be tested with an Optical Time Domain Reflectometer and a hard copy of the display screen shall be provided by the contractor to the owner for each link.
- The length of each fiber optic link shall be recorded.
- End to end testing is considered to be from the equipment end through the cross-connect to the terminal end.
- After testing is completed all circuits will be restored to their pre-test state (reconnected, re-terminated, etc.).

Reports and Certifications: The contractor shall be responsible for recording and providing to the owner all test data. Copies of all test results are to be submitted to the Data Communications Division in an electronic format and delivered via email. For all fiber optic cables within the required distance, a printout from an Optical Time Domain Reflectometer will be provided and correspond to a labeled fiber cable. All twisted pair copper cable must have an output of the test results with the station ID assigned.

EVALUATION CRITERIA



EVALUATION CRITERIA: Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business, Native American Resident Business, New Mexico Resident Veteran Business or Native American Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by each business. Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**

<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

Please Note: An Offeror cannot be awarded both a resident business preference and a resident veteran business preference or a Native American resident preference and a Native American resident veteran contractor preference.

The Preference(s) does not apply if APS is utilizing federal funds.

*****The Offeror should contact Buyer for clarification of evaluation criteria or terminology*****

	Possible Points	Points This RFP
<p>Qualifications Submit company profile; Submit detailed information describing your company’s qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources. Contractor shall provide documentation indicating their knowledge of, and ability to, work within the E- rate environment to successfully maximize funding opportunities for the District and ensure the earliest possible project completion. This information should include years of E-rate work, quantity of E-rate projects, and experience invoicing USAC. APS will not accept a proposal from a business less than three (3) years old or which has failed to establish a proven record of business in similar environments.</p>	20	
<p>Experience – Past Performance Submit a minimum of three (3) detailed projects describing your company’s past and/or current experience providing services to as requested in the Scope of Work. Include number of years providing service, description of the service, history of completing projects on schedule and under budget, contact person name, telephone number and email address. The ability to complete, manage and correctly bill projects is important to APS. Please provide proof of successful projects via customer references. APS requires three (3) 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. Please include SPIN #, project type, project total, distance from home office, named contacts including telephone numbers and E-mail addresses.</p>	20	
<p>Assigned Personnel to APS – Contract Staffing Submit information of your company’s staff that will handle or manage all aspects of the awarded contract with APS. Include roles, responsibilities, staff resumes and organizational chart; this includes administrative roles. Provide a resume of every employee that will be assigned to APS. Resumes must include work history, licenses and certifications. Resumes should include the licenses and certifications of each employee assigned to the project. The district prefers a partner with professional level certifications or better for Aruba equipment or an equivalent certification for the proposed equipment. Please include any staff with Registered Communications Distribution Designers (RCDD).</p>	15	
<p>Approach/Methodology Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work. Include detailed services that will be provided, timelines, milestones, deliverables, etc. as applicable.</p>	15	

E-Rate Eligible Cost: Material and Labor: As stated above the bid must clearly identify the E- rate eligible portion of the project.	25	
E-Rate Ineligible Cost: Material and Labor: As stated above the bid must clearly identify the E- rate ineligible portion of the project.	5	
Total Possible Points	100	
Interview (if needed)	50	
New Mexico Resident Business or Native American Resident Business Preference: Eight percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	8 – 12	
Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference: Ten percent of the total possible points to a resident veteran business or native American resident veteran business preference Ten percent of the total possible points to a resident veteran business. •10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue.	10 - 15	
Total Possible Awarded Points	110-165	

**Offerors maybe rescored after interview using the same evaluation criteria including interview points.

SUBMITTAL REQUIREMENTS

ATTENTION:

Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.



<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

Important Information: Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic responses several days in advance of the due date and time.** Please Note: **There is no fee to submit a RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

PROPOSAL – DETAILED REQUIREMENTS

The Offeror is particularly encouraged to address all evaluation criteria that will be evaluated as described herein. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

Proposal Format -

Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal and Required Forms do not count towards page count. **Please upload one file that contains all documentation in Vendor Registry.**

Tab 1 – Letter of Transmittal

Tab 2 – Qualification

Submit company profile; Submit detailed information describing your company's qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources. Contractor shall provide documentation indicating their knowledge of, and ability to, work within the E-rate environment to successfully maximize funding opportunities for the District and ensure the earliest possible project completion. This information should include years of E-rate work, quantity of E-rate projects, and experience invoicing USAC. APS will not accept a proposal from a business less than three (3) years old or which has failed to establish a proven record of business in similar environments.

Tab 3 – Experience

Submit a minimum of three (3) detailed projects describing your company’s past and/or current experience providing services to as requested in the Scope of Work. Include number of years providing service, description of the service, history of completing projects on schedule and under budget, contact person name, telephone number and email address. The ability to complete, manage and correctly bill projects is important to APS. Please provide proof of successful projects via customer references. APS requires three (3) 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. Please include SPIN #, project type, project total, distance from home office, named contacts including telephone numbers and E-mail addresses.

Tab 4 - Assigned Personnel to APS

Submit information of your company’s staff that will handle or manage all aspects of the awarded contract with APS. Include roles, responsibilities, staff resumes and organizational chart; this includes administrative roles. Provide a resume of every employee that will be assigned to APS. Resumes must include work history, licenses and certifications. Resumes should include the licenses and certifications of each employee assigned to the project. The district prefers a partner with professional level certifications or better for Aruba equipment or an equivalent certification for the proposed equipment. Please include any staff with Registered Communications Distribution Designers (RCDD).

Tab 5 - Approach/Methodology

Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work. Include detailed services that will be provided, timelines, milestones, deliverables, etc. as applicable.

Tab 6 – Appendix A – Pricing

E- Rate Eligible Costs and E-Rate Ineligible Costs

1. Before submitting a proposal, each Offeror shall carefully examine the RFP; and shall include in the proposal the cost of all items required by the RFP.
2. Contractors shall utilize Appendix A - Cost Sheet for pricing on APS Website as it is an auto calculating form based on individual inputs, and the quantities on the tab labeled “Unit Cost”. Contractors will need to fill in the items in Column D (Rows 5-156) and Column G (Rows 5 – 156) for Price/Ft. Avg. All of the other items will calculate based on those variables. Then also include pricing for E-Rate Eligible Portion and E-Rate In-Eligible Portion Columns I and J (Rows 5 – 156).

Cost Proposals based on the following:

- The Scope of Work identified in this RFP.
- A Bill of Materials will be required to be submitted to APS upon request.
- Actual Material Cost means the amount supplier paid for materials with no mark-up.
- Actual invoices will be required to be submitted to APS upon request.
- Costs should be fully loaded with all administration, overhead, etc.

***See Appendix A Pricing Sheet- APS E-Rate Category 2 Cabling for School Move, Adds and Changes 2024-2025 for pricing form. Please note that once awarded, the Contractor must submit a price proposal matching the amount on the submitted cost sheet for each school as a separate PO will be generated for each school site.**

TAB- 7

Bid Bond

Letter of Surety for performance/Material Bonds; Contractor's License

Certificate of Insurance W-9

Subcontractor Listing Form

TAB 8 – REQUIRED FORMS

Signed Campaign Contribution Disclosure Form

Signed Conflict of Interest and Debarment/Suspension Certification Form Signed Statement of Confidentiality

Byrd Anti-Lobbying Amendment

Statement of Confidentiality

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your 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	
E-Mail Address	
Telephone	

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

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept APS Terms and Conditions.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above).

**PRICE PROPOSAL FORM
OFFEROR'S INFORMATION FORM**

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for general contractor services on demand for small projects.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____ ZIP: _____

Fax: Email: Affix Corporate Seal if proposal is by Corporation)

**Subcontractor Listing
And Assignment of Anti-Trust Claims**

*Signature required Upon Notice of Intent to Award

Listing Threshold of \$10,000.00

Please submit with Proposal- Please note "none" if no subcontractor will be used.

TYPE OF WORK	ENTITY NAME	CITY & STATE	Labor Enforcement Fund Registration # (if over \$60,000)	SIGNATURE *

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the Prospective Contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective Contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a Prospective Contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the Prospective Contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

– OR –

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (position) Offeror Business Name



**CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION
CERTIFICATION FORM**

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

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

No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree? **YES Initials of Authorized Representative of vendor**

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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



Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractor must sign and submit to the Owner the following certification:

APPENDIX A, 44C.F.R. PART 118
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements: The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an Employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

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

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



Signature

Title

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Price Proposal – Attachment A
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Byrd Anti Lobbying Certification SIGNED- For Federal Purchases**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor Or Native American Resident Contractor (or Veteran Resident Contractor or Native American Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable

Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

** If items are not completed as required, your proposal may be deemed non-responsive.*



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: e-Rate Category 2 Cabling for Schools add, moves and changes
Requested Date: 10/02/2024
Approved Date: 10/08/2024
Approved Wage Decision Number: BE-24-3238-B

Wage Decision Expiration Date: 02/05/2025

2) Physical Location of Jobsite for Project:
Job Site Address: 930 Oak St SE
Job Site City: Albuquerque
Job Site County: Bernalillo

3) Contracting Agency Name (Department or Bureau): Albuquerque Public Schools
Contracting Agency Contact's Name: Brian Thompson
Contracting Agency Contact's Phone: (505) 206-1939 Ext.

4) Estimated Contract Award Date: 10/31/2024

5) Estimated total project cost: \$250,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: Yes - e-rate Category 2 cabling for adds, moves and changes of low voltage cabling for network and phones in Albuquerque Public School buildings.
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Albuquerque Public Schools is requesting proposals for e-rate Category 2 cabling for ads, moves and changes of low voltage cabling

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$250,000.00	Albuquerque Public Schools is requesting proposals for e-rate Category 2 cabling for adds, moves and changes of low voltage cabling



TYPE "B" – GENERAL BUILDING

Effective January 1, 2024

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	35.86	12.46	0.60
Asbestos Workers/Heat and Frost insulators: Los Alamos County	38.29	12.46	0.60
Boilermaker/blacksmith	35.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	36.83	31.88	0.60
Bricklayer/Block layer/Stonemason	27.03	10.99	0.60
Bricklayer/Block layer/Stonemason Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98	0.60
Bricklayer/Block layer/Stonemason Dona Ana, Otero, Eddie and Lea counties	26.42	8.98	0.60
Carpenter/Lather	29.11	12.79	0.60
Carpenter: Los Alamos County	33.18	13.58	0.60
Millwright/pile driver	39.00	29.40	0.60
Cement Mason	24.31	11.16	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	26.32	12.79	0.60
Equipment Operator	37.76	17.13	0.60
Lineman/technician	47.70	19.92	0.60
Cable Splicer	48.87	20.22	0.60

Electricians-Outside Classification: Zone 2			
Ground man	26.32	12.79	0.60
Equipment Operator	37.76	17.13	0.60
Lineman/technician	47.70	19.92	0.60
Cable Splicer	48.87	20.22	0.60
Electricians-Outside Classifications: Los Alamos County			
Ground man	27.07	12.81	0.60
Equipment Operator	38.85	17.17	0.60
Lineman/technician	48.95	20.24	0.60
Cable Splicer	53.75	21.44	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/low voltage technician	38.30	12.60	0.60
Cable Splicer	42.13	12.71	0.60
Electricians-Inside Classification: Zone 2			
Wireman/low voltage technician	41.75	12.70	0.60
Cable Splicer	45.58	12.82	0.60
Electricians-Inside Classification: Zone 3			
Wireman/low voltage technician	44.05	12.72	0.60
Cable Splicer	47.88	12.89	0.60
Electricians-Inside Classification: Zone 4			
Wireman/low voltage technician	48.26	12.90	0.60
Cable Splicer	52.09	13.01	0.60
Electricians-Inside Classification: Dona Ana, Hidalgo, Luna and Otero Counties			
Wireman/low voltage technician	32.72	9.65	0.60
Cable splicer	32.72	9.65	0.60

Electricians-Inside Classification: Los Alamos County			
Wireman/low voltage technician	44.05	14.97	0.60
Cable Splicer	47.88	15.28	0.60
Elevator Constructor	49.77	39.19	0.60
Elevator Constructor Helper	34.84	39.19	0.60
Glazier/Fabricator	21.75	7.10	0.60
Glazier: Los Alamos county	21.75	7.10	0.60
Ironworker			
Ironworker Journeyman	28.49	18.71	0.60
Probationary Ironworker	22.79	18.71	0.60
Painter	21.00	5.75	0.60
Painter: Los Alamos county	31.18	11.50	0.60
Paper Hanger	21.00	5.75	0.60
Paper Hanger: Los Alamos county	32.06	11.50	0.60
Drywall Finisher/Taper - Light Commercial & Residential			
Ames tool operator	27.40	8.86	0.60
Hand finisher/machine texture	26.40	8.86	0.60
Drywall Finisher/Taper – Light Commercial & Residential: Los Alamos county	21.18	11.50	0.60
Plasterer	24.76	9.99	0.60
Plumber/Pipefitter	36.91	14.75	0.60
Roofer			
Roofer Journeyman	26.94	9.36	0.60
Roofer Helper	16.16	9.36	0.60
Sheet metal worker			
Zone 1	37.50	19.08	0.60
Zone 2 – Industrial	38.50	19.08	0.60
Zone 3 – Los Alamos County	39.50	19.08	0.60
Soft Floor Layer	21.00	9.20	0.60

Soft Floor Layer: Los Alamos county	31.20	11.62	0.60
Sprinkler Fitter	35.75	24.56	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled	20.44	7.96	0.60
Group II – Semi-skilled	20.44	7.96	0.60
Group III- Skilled	21.44	7.96	0.60
Group IV - Specialty	23.69	7.96	0.60
Operators			
Group I	24.49	8.22	0.60
Group II	26.76	8.22	0.60
Group III	27.24	8.22	0.60
Group IV	27.70	8.22	0.60
Group V	27.90	8.22	0.60
Group VI	28.12	8.22	0.60
Group VII	28.23	8.22	0.60
Group VIII	31.43	8.22	0.60
Group IX	33.94	8.22	0.60
Group X	37.51	8.22	0.60
Truck Drivers			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.