

Albuquerque Public Schools  
**REQUEST FOR PROPOSAL (RFP)**  
RFP # 17-072RR-RA

**E-RATE ELECTRONICS – PHASE 3**



RFP DUE TIME AND DATE: 4/13/17 @ 3:00 PM (LOCAL TIME)  
PURCHASING CONTACT: Robert Russell at 505-878-6113  
E-MAIL: Russell\_R@aps.edu

LOCATION:  
Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

**OFFICIAL CONTACTS ONLY**

This RFP contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See item 4 (Page 3) of General Instructions of this document.

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## **PROPOSAL GENERAL INSTRUCTIONS**

1. Requests for proposals (RFP) will be received at the Albuquerque Public Schools Procurement Office no later than 4/13/17 at 3:00 P.M. (Local time) at which time the said proposals will be opened and recorded as received. The purpose of this Request for Proposal is to obtain E-Rate Electronics, Phase 3.
  
2. "The Purchaser" as used in these specifications shall refer to Albuquerque Public Schools (APS).
  
3. Albuquerque Public Schools is seeking requests for proposals from qualified individuals and/or companies in accordance with the RFP scope of work.
  
4. Any inquiries or requests regarding clarification of this procurement document shall be submitted to the buyer in writing. Buyer contact information is Robert Russell and email is Russell\_r@aps.edu. 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 District Departments or employees. Any contact with a District Departments or employee may automatically result in a rejection of any proposal. Any other communication will be considered 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 the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.
  
5. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
  
6. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
  
7. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
  
8. The envelope containing the completed request for proposal **must** be marked "Request for Proposal" and corresponding RFP # and addressed as follows:

### **Albuquerque Public Schools**

#### **Physical Address**

6400 Uptown Blvd. NE, Suite 500 E  
Albuquerque NM 87110

#### **Mailing Address** (Allow 5 additional days)

P.O. Box 25704  
Albuquerque NM 87125-0704

9. Any and all Proposals not received by the Proposal submission date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if Delivery Company is late. It is recommended to send your proposal early.

10. APS may in its sole discretion extend the time for the submission of offers upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

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

“Agency” shall mean Albuquerque Public Schools (APS)

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

“Contractor” shall mean 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 of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Bid 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 Offeror’s proposal or bid.

“Offeror” or “Proposer” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

“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 personal property described in the bid.

“Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

12. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

13. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

14. The District reserves the right in its sole discretion to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror who's non conformity is waived.

15. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.

16. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Proposer.

17. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract or valid Purchase Order is executed.

18. The District may add to or delete from the Scope of Work set forth in this RFP.

19. The District reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

20. The District reserves the right to discontinue negotiations with any selected Proposer.

21. In submitting an offer to this invitation, the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District.

22. The contents of the proposals will be kept confidential until APS awards a contract. At that time, 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 will not disclose or make public any pages of a bid 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 offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. 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 Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

23. 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. 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.

24. By responding to this RFP, Proposers acknowledge and agree to the terms and conditions set forth in this RFP.

25. Offeror shall submit one (1) original proposal, five (5) identical copies and one (1) identical electronic copy of their proposal to the location specified in item 8 proposal general instructions. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

## **TERMS AND CONDITIONS**

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFP and enter into a one (1) year contract, plus an additional one-year extension, not to exceed a total of four (4) years. The District will determine which is most advantageous and in the best interest of the District.

2. **NON-APPROPRIATION:** The District’s obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review

3. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

4. **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 the District fails to cure the noncompliance within ten (10) days, or

2. By written mutual agreement between the Contractor and the District.

B. Termination by the District

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, the District 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 the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District 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.

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

6. **INSURANCE (If Applicable):** The successful proposer 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 General Aggregate - \$1,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$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

7. **AUDIT:** The District 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 District personnel, or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District’s access to books and records of such party.

8. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

9. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers 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 proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools

10. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.

11. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no



relationship exists between the proposer and the District 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 the District.

12. NON-DISCLOSURE: The proposer 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.

13. PAYMENT: Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.

## **PROTESTS**

1. 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 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

2. 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 (13-1-173 NMSA 1978).

3. The Purchasing Agent or his 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 (13-1-174 NMSA 1978).

4. The Purchasing Agent or his 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 13-1-183 NMSA 1978.

5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

**OVERVIEW**

APS has issued this competitive sealed request for proposals for the purpose of obtaining responsive proposals from responsible parties to provide E-Rate Electronics, Phase 3.

**RFP SCHEDULE**

The Procurement Manager will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	District	3/16/17
Pre-proposal Meeting	District and Offerors	N/A
Deadline for Questions	Offeror	4/5/17 @ 5:00pm (MST)
Submission of Proposal	Offeror	4/13/17 @ 2:00pm (MST)
Evaluation of Proposals	District	TBD
*Finalist’s Interviews	District & Offerors	TBD
Contract Negotiations	District & Offerors	TBD
APS Board Approval	District	TBD
<p>*The selection committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.</p> <p><b>This schedule is subject to change.</b></p>		

**Background:**

The District is seeking a proposal for the acquisition of network electronics. During the upcoming E-rate funding year, the District expects to complete infrastructure upgrades at 18 school sites. In the event that the given scope of work cannot be completed in the next funding year, the District reserves the right to extend the agreement one year at a time for a maximum total term not to exceed five years. Because this project is being partially funded through the E-rate program, the District reserves the right to limit or modify the scope of work based on budgetary limitations. Any contracts signed as a result of this procurement are contingent upon successful E-rate funding.

**Delivery:** Ship all orders in a single shipment whenever possible. All items are for one shipment delivered to APS Data Center, 930-B Oak Street SE, Albuquerque, New Mexico 87106. **Supplier will be required to call Demetrius Brandon, at (505) 830-8072, 24 hours in advance to make delivery arrangements.**

**Pallet Requirements:** Any shipments received as a result of purchase orders generated from awards on this solicitation shall be palletized if the quantity of cartons in the shipment is more than twenty (20) and/or if the total shipment weight exceeds two hundred (200) pounds.

Palletized product(s) must be shrink-wrapped to avoid shifting in transit and during unloading. Palletized products must not exceed four feet in height.

All palletized cartons shall have externally facing labels identifying cartons and quantity. It is acceptable to mix products on a single pallet as long as smaller quantities of like items are placed

together toward the top and the entire pallet is stacked as may be physically and commercially sensible.

**Purchase orders will not specify palletizing requirements. Bidder's signature on this bid signifies understanding and acceptance of APS pallet requirements. APS reserves the right to reject shipments that are not palletized.**

**SCOPE OF WORK**

The mission of the project is to acquire switches for the specified APS school locations.

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## **Technical Specifications**

The District standard for network electronics is HP and the District has a strong preference for HP products due to training and compatibility purposes. In accordance with DA 11-1991 the District will consider network components that provide the same functionality. Vendors, wishing to offer an alternative make or models of network electronics, must demonstrate how the proposed gear will function within the current infrastructure. Proposed alternative products must meet the requirements listed below and bidders must provide documentation demonstrating this to be the case.

### **Electronic Rack and Stack Requirements**

1. The vendor will provide the following electronics:
  - a. Network Switches (Fiber / 48pt / 24pt)
  - b. Power Supplies for Fiber Distribution Switches
  - c. Power Supplies for Access Switches
  - d. Transceivers – SFP (Fiber / Copper)
  - e. Stacking Modules
  - f. Stacking Cables
  - g. SmartRate Modules
  - h. Fan Kits (for network cabinets)
2. It will be the responsibility of APS IT Networking team to configure and tag all network switches.

### **Switch Minimum Requirements**

1. Must be capable of being managed by the IMC network management system to support Zero Touch Provisioning.
2. Must be capable of providing POE+
3. Must be capable of being stacked to create a single management switch.
4. 24 pt / 48 pt Access Switch must support NBASE-T technology providing the ability to deliver 2.5 and 5 Gbps over twisted pair on at least 4 ports.
5. Must support industry standard OpenFlow and the HPE Software defined Network Controller.
6. Must support role-based policies capable of automatic tunnel creation for secure traffic segmentation using APS's existing ClearPass Policy Manager.
7. Must support application layer firewalled policy with roles providing differentiated access using a single VLAN.

### **Additional Switch Requirements**

1. If the switch that you are bidding as equivalent required additional feature licenses to enable all of the capabilities of the switch, you must also include those licenses in the cost of your proposal.
2. The district desires an E-rate eligible multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost. If the proposed product does not include an E-rate eligible multi-year warranty vendors must provide a quote for a three year extended warranty. This cost will be evaluated as part of the E-rate ineligible items.
3. If the switches that you are bidding are not already in use at APS, you must include the cost of the training of at least two network administrators in your cost proposal. APS currently utilizes HP switches. Vendors must identify whether this is an E-rate eligible or ineligible cost.

**Cost Proposal:** Vendors wishing to bid on the Electronics Acquisition must complete the tab labeled 2017-2018 Electronics Pricing tab in Attachment C.

**Electronics:** A list of equipment to be installed, per the 2017-18 Cat2 Cabling Scope of Work, will be provided in a manner as listed in the tables below:

### **Summary of all Electronics**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment (or equivalent)</b>
Fiber Distribution Switch	41	HPE 5130-24G SFP (JG933A)
Power Supply	41	HPE 150W Power Supply (JD362B)
48 port Access Switch	112	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	131	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	243	Aruba 680W Power supply for 2930M (JL086A)
Fiber SFP (SX)	723	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	50	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	42	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	42	.5M Stacking cable (AJ833A)
SmartRate Module	118	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	23	OA109AP-11-3TP

### **Adobe Acres ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	2	HPE 5130-24G SFP (JG933A)
Power Supply	2	HPE 150W Power Supply (JD362B)
48 port Access Switch	6	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	11	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	17	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	65	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	0	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	0	.5M Stacking cable (AJ833A)
SmartRate Module	10	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	16	OA109AP-11-3TP

### **Alamosa ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	2	HPE 5130-24g SFP (JG933A)
Power Supply	2	HPE 150W Power Supply (JD362B)
48 port Access Switch	7	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	10	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	17	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	51	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	4	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	4	.5M Stacking cable (AJ833A)
SmartRate Module	10	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	7	OA109AP-11-3TP

### **Arroyo Del Oso ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
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Fiber Distribution Switch	1	HPE 5130-24g SFP (JG933A)
Power Supply	1	HPE 150W Power Supply (JD362B)
48 port Access Switch	5	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	2	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	7	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	26	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	1	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	1	.5M Stacking cable (AJ833A)
SmartRate Module	6	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Collet Park ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	1	HPE 5130-24g SFP (JG933A)
Power Supply	1	HPE 150W Power Supply (JD362B)
48 port Access Switch	6	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	8	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	14	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	23	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	3	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	3	.5M Stacking cable (AJ833A)
SmartRate Module	10	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Dolores Gonzales ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	2	HPE 5130-24g SFP (JG933A)
Power Supply	2	HPE 150W Power Supply (JD362B)
48 port Access Switch	6	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	17	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	23	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	51	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	3	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	3	.5M Stacking cable (AJ833A)
SmartRate Module	6	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Juvenile Detention Center**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	0	HPE 5130-24g SFP (JG933A)
Power Supply	0	HPE 150W Power Supply (JD362B)
48 port Access Switch	3	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	0	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	3	Aruba 680 W Power supply for 2930M (JL086A)

Fiber SFP (SX)	3	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	0	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	0	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	0	.5M Stacking cable (AJ833A)
SmartRate Module	0	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Kirtland ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	3	HPE 5130-24g SFP (JG933A)
Power Supply	3	HPE 150W Power Supply (JD362B)
48 port Access Switch	3	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	11	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	14	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	44	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	5	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	0	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	0	.5M Stacking cable (AJ833A)
SmartRate Module	6	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **La Luz ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	3	HPE 5130-24g SFP (JG933A)
Power Supply	3	HPE 150W Power Supply (JD362B)
48 port Access Switch	5	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	6	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	11	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	39	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	2	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	2	.5M Stacking cable (AJ833A)
SmartRate Module	5	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Lavaland ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	4	HPE 5130-24g SFP (JG933A)
Power Supply	4	HPE 150W Power Supply (JD362B)
48 port Access Switch	3	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	6	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	9	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	64	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	0	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	0	.5M Stacking cable (AJ833A)
SmartRate Module	3	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Los Padillas ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	4	HPE 5130-24g SFP (JG933A)
Power Supply	4	HPE 150W Power Supply (JD362B)
48 port Access Switch	3	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	3	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	6	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	42	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	0	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	0	.5M Stacking cable (AJ833A)
SmartRate Module	8	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **MacArthur ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	2	HPE 5130-24g SFP (JG933A)
Power Supply	2	HPE 150W Power Supply (JD362B)
48 port Access Switch	4	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	6	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	10	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	27	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	2	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	2	.5M Stacking cable (AJ833A)
SmartRate Module	7	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Navajo ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	2	HPE 5130-24g SFP (JG933A)
Power Supply	2	HPE 150W Power Supply (JD362B)
48 port Access Switch	6	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	10	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	16	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	48	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	3	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	3	.5M Stacking cable (AJ833A)
SmartRate Module	6	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Reginald Chavez ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	4	HPE 5130-24g SFP (JG933A)
Power Supply	4	HPE 150W Power Supply (JD362B)
48 port Access Switch	6	Aruba 2930M-48G POE+ (JL322A)



24 port Access Switch	4	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	10	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	34	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	3	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	3	.5M Stacking cable (AJ833A)
SmartRate Module	5	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Rudolfo Anaya ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	2	HPE 5130-24g SFP (JG933A)
Power Supply	2	HPE 150W Power Supply (JD362B)
48 port Access Switch	10	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	4	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	14	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	49	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	5	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	5	.5M Stacking cable (AJ833A)
SmartRate Module	5	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **San Antonio ES**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	1	HPE 5130-24g SFP (JG933A)
Power Supply	1	HPE 150W Power Supply (JD362B)
48 port Access Switch	6	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	5	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	11	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	17	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	3	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	3	.5M Stacking cable (AJ833A)
SmartRate Module	7	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **School on Wheels**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	0	HPE 5130-24g SFP (JG933A)
Power Supply	0	HPE 150W Power Supply (JD362B)
48 port Access Switch	4	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	1	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	5	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	8	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	0	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	1	Stacking Module for Aruba 2930M (JL325A)

Stacking Cables	1	.5M Stacking cable (AJ833A)
SmartRate Module	4	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Truman MS**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	6	HPE 5130-24g SFP (JG933A)
Power Supply	6	HPE 150W Power Supply (JD362B)
48 port Access Switch	14	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	21	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	35	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	92	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	6	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	6	.5M Stacking cable (AJ833A)
SmartRate Module	11	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

### **Wilson MS**

<b>Item</b>	<b>Qty.</b>	<b>Preferred Equipment</b>
Fiber Distribution Switch	2	HPE 5130-24g SFP (JG933A)
Power Supply	2	HPE 150W Power Supply (JD362B)
48 port Access Switch	14	Aruba 2930M-48G POE+ (JL322A)
24 port Access Switch	6	Aruba 2930M-24G POE+ (JL320A)
Power Supply for Access Switch	20	Aruba 680 W Power supply for 2930M (JL086A)
Fiber SFP (SX)	40	HPE X121 Transceiver (J4858C)
Copper SFP (TX)	3	HPE X121 1G SFP RJ45 T (J8177C)
Stacking Module	7	Stacking Module for Aruba 2930M (JL325A)
Stacking Cables	7	.5M Stacking cable (AJ833A)
SmartRate Module	9	4 port SmartRate Module with POE+ (JL081A)
Fan Kit	0	OA109AP-11-3TP

**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 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **Note:** **FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

<b>FACTOR</b>	<b>POINTS</b>
<p><b>Technical Standards:</b> Provide Information on Electronics offered. 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. 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.</p> <p>Specification Sheets should be provided for or equal electronics offered.</p>	35
<p><b>Warranty:</b> Provide information on product warranty and procedures to follow if warranty claim is required.</p>	10
<p><b>Delivery and Training:</b> Provide information on delivery and lead time Provide information on training on proposed equipment related to configuration and technical trouble shooting for non-HP electronics.</p>	10
<p><b>E-Rate Eligible Cost: Material</b> Provide a detailed cost proposal shall be included that documents all costs. Vendors wishing to bid on the Electronic Acquisition must complete the tab labeled 2017-2018 Electronics Pricing Tab in Attachment C.</p> <p>.</p>	40
<p><b>E-Rate Ineligible Cost: Material –</b> Provide a detailed cost proposal shall be included that documents all costs. Vendors wishing to bid on the Electronics Acquisition must complete the tab labeled 2017-2018 Electronics Pricing tab in Attachment C.</p>	5
<p><b>TOTAL POINTS</b></p>	<b>100</b>
<p>New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by a State of New Mexico Taxation &amp; Revenue Department.</p>	<b>5</b>

<p><b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business. To qualify, an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation &amp; Revenue Department.</p> <ul style="list-style-type: none"> <li>• 10 points for Resident Veteran Business/Contractor with annual revenues of less than \$3 Million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	<p><b>10</b></p>
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**Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

## SUBMITTAL REQUIREMENTS

***(For ease of evaluation, Proposals should be formatted in the order as listed below)***

The Offeror is particularly encouraged to address all points that will be evaluated as described herein in each point of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive. The Offeror should contact Buyer for clarification of evaluation criteria or terminology.

Your response shall not exceed forty (40) single sided pages. The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

**1. Proposals Include:**

**A letter of transmittal – see attached.**

**2. Technical Standards:**

Provide Information on Electronics offered. 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. 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.

Specification Sheets should be provided for or equal electronics offered.

**3. Warranty**

Provide information on product warranty and procedures to follow if warranty claim is required.

**4. Delivery and Training:**

Provide information on delivery and lead time;

Provide information on training on proposed equipment related to configuration and technical trouble shooting for non-HP electronics.

**5. E-Rate Eligible Cost - Material:** a detailed cost proposal shall be included that documents all costs. Vendors wishing to bid on the Electronic Acquisition must complete the tab labeled 2017-2018 Electronics Pricing Tab in Attachment C

**6. E-Rate Ineligible Cost - Material:** a detailed cost proposal shall be included that documents all costs. Vendors wishing to bid on the Electronic Acquisition must complete the tab labeled 2017-2018 Electronics Pricing Tab in Attachment C

**7. Attachments: All documents should be signed:** Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form, Acknowledgement of Addendums.

## **Albuquerque Public Schools/Checklist**

- Include One (1) original, five (5) identical copies and one (1) identical electronic copy of your proposal. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.
- Include information requested in submittal requirements
- Acknowledge all addenda – Check APS Procurement website for any addenda(s) that may have been issued.
- Review all clarifications/questions/answers. (if applicable)
- Clearly mark your proposal with RFP number on the front of the envelope and opening date.
- Deliver sealed proposal to APS Procurement Office located at 6400 Uptown Blvd. NE, Suite 500 E Albuquerque, New Mexico 87110 before due date.

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

Contact the Purchasing Department immediately if any portion of this RFP is missing. This form is for your information only and does not need to be submitted with your proposal. This form is not all inclusive and Offerors should read the RFP carefully to ensure all items are addressed in your proposal.

**LETTER OF TRANSMITTAL FORM**

Item #1 to 4 EACH **MUST** BE RESPONDED TO, Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.**

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


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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Conditions Governing the Procurement.
  
- I concur 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.

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

## 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 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 request for proposals.

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

**Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

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

**Telephone:** \_\_\_\_\_

**ALBUQUERQUE PUBLIC SCHOOLS  
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 3, 4 and 5 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

\_\_\_\_\_

