



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

**RFP #22-043RR**

**RFP TITLE: E-Rate Wireless Expansion 2022-2023**

**NIGP: 83829, 83883**

## RFP Schedule

Action	Date & Time
RFP Issued	02/08/2022
Mandatory Pre-proposal Meeting	2/11/2022 @ 10:00AM (local time)
Pre-Proposal Information	<b>Virtual pre-proposal via public link</b> Google Meet joining info Video call link: <a href="https://meet.google.com/tjq-wpai-hvn">https://meet.google.com/tjq-wpai-hvn</a> Or dial: (US) +1 925-526-0282 PIN: 839 247 014#
Mandatory Site Walk Through	2/16/2022 @ 11:00AM (local time) – Location to be discussed in Pre-Proposal.
Deadline for Questions	02/18/2022 @ 5:00pm (local time)
<b>RFP Due Date and Time</b>	<b>03/15/2022 @ 3:00pm (local time)</b>
<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

<b>Name</b>	Robert Russell
<b>Phone Number</b>	(505) 878-6123
<b>E-Mail</b>	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 a bid closing time (Due Date/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 contract until completion of the project.

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# **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. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **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
14. **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.
15. **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.
16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and 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 both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**
17. **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 bid 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.

18. **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 the submission due date.
19. **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.
20. **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.
21. **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.
22. **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.
23. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
24. **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.
25. **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 will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.  
  
Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public 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.
26. **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.
27. **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.
28. **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. **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.
2. **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.
3. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) 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.
5. **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.
6. **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.
7. **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.
8. **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
9. **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.

10. **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.

11. **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 General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$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

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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 Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address).
20. **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.
21. **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.
22. **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 are goods/services are conforming and fails to make an effective rejection.
23. **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.

24. **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.
25. **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.
26. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of APS.
27. **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.
- d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor

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, 4 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 30 APS authorized Charter schools. APS has approximately 75,000 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 Scott Elder.

## 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 will 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 a contract for furnishing all labor, materials and equipment to provide E-Rate Wireless Expansion services in compliance with National Codes, Telecommunications Industry Standards and District Standards, at various School and Administrative sites throughout the district.

### **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:**

**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.

**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.

**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 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.

**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, contractor may bill at the appropriate job classification for the hours worked.

**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 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.

**Project Procedures:** The contractor is required to coordinate these projects with all applicable APS Departments defined as TCS - Data Communications Division, Facilities, Design & Construction (FD/C), 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 TCS - Data Communications Division. Data Communications 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 Data Communications 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, contractor shall promptly notify the Data Communications Division and deliver As-Builts within 10 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.

- Interim Director of IT – Shellmarie Harris
- Director of Security and Networks – John Kingsolver
- Director of Procurement - Robert Russell

**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.

**Work Scheduling:** All work shall be, in so far 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 preferred if 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.**

**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 Wiroscope), 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.

**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.

**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. Clean all areas after work has been performed. If an existing room is un-safe due to debris / trash / storage, etc., please notify APS before work is performed.

**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 Data Communications Division and the M&O Emergency Hotline at 764-9601. In case of a site lockdown, contractor employees shall adhere to all APS procedures.

**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.



**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.

**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.

**Clean-up:** The contractor shall keep the site reasonable 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.

**Final Acceptance:** The contractor shall notify the Data Communications Division when each project is complete, whereas arrangements will be scheduled for a prompt inspection by appropriate APS personnel or representative 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 contractors' 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.

**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-builts and/or other submittal required by the contract.

**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.

**Grey Market Equipment:** Absolutely no Grey Market Equipment shall be used on this or any other APS Technology project.

## STATEMENT OF WORK

In an effort to keep up with the data requirements of the District, the Albuquerque Public Schools' (APS) Technology Department is requesting proposals to install and configure new core switches, including the necessary licensing to maintain and operate said system at a very high level and upgrade UPS batteries. Please note the district intends to award the projects to one vendor, so vendors MUST bid on both projects. This district is requesting proposals for distinct projects that are summarized below and explained in greater detail throughout the scope of work:

### **Project 1: Switch Purchase, Installation, and Configuration (Summary):**

Purchase, install, and configure approximately 239 HPE/Aruba switches and associated components at 164 district schools.

### **Project 2 – UPS Battery replacement (Summary):**

Purchase and install replacement battery packs for existing Eaton UPS located at district schools. As part of this project the vendor will also be required to properly dispose of the existing battery packs.

### **General Project Summary:**

Below are more detailed descriptions for both projects and the underlying requirements of each project. Please note the quantities and locations are the district's best estimates, but the district reserves the right to increase or decrease the quantities of equipment and locations. The winning vendor may only bill for the APS equipment installation and/or vendor purchased equipment that is installed at each location. Prior to beginning work at a specific location, the awarded vendor will be required to perform a site visit before beginning work at a specific site and any cost should be included within the response.

Appendix A is a pricing sheet where vendors will enter all cost information, and this is the only location within the RFP where pricing information may be included. For ease of evaluation and to simplify the bid response, the district is only asking vendors to provide unit costs for specific SKUs, installation cost per switch, configuration cost per switch, and installation cost and disposal cost for the UPS project. The cost proposal MUST be submitted separately from the technical proposal and inclusion of pricing information in the technical proposal will result in rejection of the proposal. The cost proposal MUST include all costs, excluding taxes, associated with delivering and installing the requested products and services, which includes, but is not limited to, electronics, licensing, installation, permits, bid bond costs, equipment disposal costs, overhead, and any other direct or indirect costs.

The district reserves the right to request a detailed breakdown of the costs during the invoicing process. Vendors must pass any manufacturer discounts on to the district. The vendor will not invoice and the district will not pay any charges in excess of the unit costs listed in the pricing sheet. Invoices from the winning vendor must clearly identify the quantity for each item and unit cost for each piece of electronics included in the proposal.

An individual school will be included in both of the requested projects. In order to reduce interruptions to business operations the district desires to complete all projects at a specific school at the same time if feasible. The district believes this should also reduce the installation costs and vendors should take this into account

when providing unit pricing. The district does reserve the right to separate the projects at a specific school on a case by case basis.

The district will be requesting E-rate funding for this project and the district expects to receive an 80% discount from the E-rate program for eligible goods and services. The completion of these projects is contingent on receipt of E-rate funding.

In accordance with FCC rules, the installation cannot be started until April 1, 2022 and must be completed no later than September 30, 2023. That said the district desires the work to be completed as soon as reasonably possible and bidders should provide a schedule indicating how many schools will be completed each month. Bids will be evaluated based on the proposed schedule and any documentation the vendor provides to demonstrate it has a history of completing projects on schedule and under budget.

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for more information on the requirements relating to LCP.

By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.

It is expected that the majority of the requested products will be fully eligible for support, but it is possible that some products are ineligible or partially eligible. Vendors are encouraged to review the Funding Year 2022 Eligible Services List (DA 21-1602A1) available at <https://docs.fcc.gov/public/attachments/DA-21-1602A1.pdf>.

To qualify and be eligible for selection as a successful bidder under this RFP, the vendor must:

- Have or apply for a Service Provider Identification Number (SPIN) and provide it with the proposal.
- Agree that the school district's portion of the contract is subject to the availability of E-rate discounts to the school district on a year-by-year basis.
- Separate ineligible services and equipment from eligible services and equipment and include start and completion dates for the work on each invoice.
- Agree to invoice USAC for the contracted eligible amount using USAC's forms and procedures, if the district requests.
- Agree to invoice APS the contracted amount for services.
- Agree to assist the APS in resolving administrative issues that arise from the Universal Service program.
- Provide an FCC Registration Number (FRN) and proof of Green Light Status from the FCC. Any potential bidder found to be in Red-Light Status may be disqualified from participation in the bidding process and may be considered non-responsive.

## Project 1 – Switch Purchase, Installation, and Configuration:

The purpose of this project is to purchase, install and configure approximately 239 switches and related components (transceivers, fiber jumpers, etc.) at 164 school locations. The equipment will be received by APS and the vendor will be required to transfer the equipment from the data center to the appropriate school. The vendor will configure the equipment and install the equipment at the appropriate school. The vendor is responsible for any damages or loss that occur during the transportation of the equipment. The table below identifies the quantities and SKUs of the equipment that will need to be installed.

<b>Product/Service Requested:</b>	<b>Estimated Quantities:</b>
Aruba 6300M 24SFP + 4SFP56 Switch (JL658A)	239
Aruba X371 12 VDC 250W PS (JL085A)	478
Aruba X371 12 VDC 250W PS US(JL085A#ABA)	478
Aruba 10G SFP+ LC SR 300m MMF XCVR (J9150D)	239
Aruba 1G SFP LC SC 500m MMF XCVR (J4858D)	4780
Aruba 1 Yr FC NBD Exch 6300M 24SFP (HR4BOE)	239
Aruba Central 63XX Switch Foundation (Q9Y78AAE)	239
1m Fiber Jumper (GBLCT-D4-01)	3500
3m Fiber Jumper (GBLCT-D4-04)	1519

(Product requested to be as or equal.)

The fiber jumper cables and Aruba 1G SFP's listed above are merely estimates of the quantities required to complete the projects. Vendors must not order and the district is not obligated to purchase the quantity of fiber jumpers and Aruba 1G SFP's indicated above. These are merely rough estimates and the exact needs will not be known until a vendor begins work at a specific school.

At the beginning of the project, the vendor, at the direction of APS IT, will order a certain quantity of fiber jumper cables of various lengths and Aruba 1G SFP's that will be used as working inventory to complete locations. As the inventory for a specific length and Aruba 1G SFP's runs low the vendor, at the direction of APS IT, will order a certain quantity of fiber jumpers of various lengths and Aruba 1G SFP's to replenish the inventory.

Most schools will have one switch. Some schools may have more than one switch. It should be noted that there may be slight variances in the quantities required per site. The vendor may need to install more or fewer of each product at a given site. Vendors should perform a walk-through of each site before beginning work at a site, which will allow the district and the vendor to verify the exact quantities required.

Vendors must complete the table labeled "Project 1 – Switch Purchase, Installation, and Configuration" on the "Pricing Sheet" tab of Appendix A. The table requires the vendor to enter eleven data elements to calculate the total cost of the project. Those data elements are:

- The unit cost for each of the nine products included in the table
- The unit cost for the labor and installation of a switch and related components
- The unit cost for the configuration of a switch

These inputs will then be used to calculate the total do not exceed cost for this project that will be used for the cost evaluation.

## **Project 2 – Uninterruptible Power Supply (UPS) Battery replacement**

The purpose of this project is to purchase and install replacement batteries in the UPS's in each of the MDF's at an estimated 164 schools. Product requested is to be as or equal.

Albuquerque Public Schools (APS) is seeking responses to this request for proposal (RFP) from qualified vendors to provide replacement batteries for existing Easton UPS. The district requires one Eaton EBP-10036 and one Eaton 5PX EEM72RT2U for each existing UPS.

There are approximately 164 Easton UPS located at the district schools and each device has a primary and a secondary battery to be replaced and disposed of in accordance with current environmental standards. Under no circumstances will the expired batteries be returned to APS.

### **Technical Specifications for all Projects:**

APS Technology is currently utilizing HP IMC, Aruba ClearPass and Aruba Airwave for enterprise switch management, and as such prefers HP/Aruba enterprise switches.

Note: If another solution is proposed, Vendors need to clearly demonstrate that the solution is capable of providing the same features as the existing Aruba solution (see list below). Vendors proposing alternative solutions must also include certified training for two (2) system administrators and two (2) techs with a focus on showing how the system would integrate with the District's current system for seamless operation and management.

### **Switch Technical Specifications**

The District's standard for network electronics is HPE/Aruba. The District has a strong preference for HP Aruba 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 alternative makes 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.

For the Wired LAN, we are looking for solutions that have the following preferred traits:

- Ability to tunnel our switches back to the Wireless Lan controllers.
- Open API support.
- Support of 1Gbps, 10Gbps, 25Gbps and 50Gbps optical technology.
- Energy efficient consumption.
- Layer 3 capabilities included

See minimum requirements below.

### **Electronic Rack and Stack Components**

1. The Vendor will provide the following electronics:
  - a. Network Switches (Fiber 24pt)
  - b. Dual Power Supplies for Fiber Distribution Switches
  - c. Transceivers – Fibers SFP (2 types identified below)
  - d. Fiber Patch Cables

2. It is the responsibility of the vendor to configure all network switches using images provided by APS IT. The switch configuration may be completed at the Vendor's location or on site and the selected Vendor will meet with the APS Network Team to determine which delivery location will be utilized. If the switch configuration is to be performed at Vendor's location, the selected Vendor will provide appropriate space and electricity.
3. Electronics and cabling installation will be scheduled outside of normal instructional hours. School schedules may allow for installations to be scheduled during other times. This will be determined on a case-by-case basis. Turn-ups and testing will need to be coordinated with the Network team.
4. Electronics removed from the school will be delivered to the APS Data Center (930 Oak St) or another APS location by the Vendor upon approval by APS.
5. The Vendor will haul off any refuse from the electronics and cabling packing. Trash dumpsters at the school sites can be used for disposal of refuse.

### **Switch Minimum Requirements**

Proposed switch models must meet the following minimum requirements:

- Must be capable of being managed by the IMC network management system to support Zero Touch Provisioning.
- Must be capable of being stacked to create a single management switch.
- 24 port fiber technology providing the ability to deliver 1, 10, 25 and 50 Gbps over fiber
- Must support industry standard Open API and the HPE Software Defined Network Controller.
- Must support role-based policies capable of automatic tunnel creation for secure traffic segmentation using APS's existing ClearPass Policy Manager.
- Must support application layer firewalled policy with roles providing differentiated access using a single VLAN.

### **Additional Switch Requirements**

1. If submitting equivalent switch models which require additional licensing for required features, offer must include the cost of those licenses in the 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 submitted switch manufacturers vary from existing switches used by APS (HP/Aruba), offer must include the cost of training a minimum of two (2) network administrators and two (2) techs in the proposal. This cost must be clearly identified as either E-rate eligible or ineligible.

### **Scope of Services (If Applicable)**

Installation of all electronics, infrastructure cabling, patch cables, patch panels and, etc. will be completed in accordance with the scope of work.

1. The contractor shall provide and install the materials specified herein and any other materials, as required, to deliver a fully functional and operational network within the specified space(s) mentioned in the scope of work. including but not limited to:
  - Replacing fiber jumpers connected to core switch.
  - Replacement of the existing core switch.
  - Replacement of battery packs in existing UPS's in MDF's.
2. All fiber routes to be approved by APS project manager prior to installation of the cabling.

3. The length of each individual run of horizontal cable from the Telecommunication Closet on each floor to the Telecommunication Outlet shall not exceed 295 feet (90 meters).
4. Contractor shall observe manufacturer bending radius, installation and pulling strength requirements of the fiber optic cable during handling and installation. Water falls should be utilized when draping over tray and or edges.
5. Each cable between the termination block and the information outlet shall be continuous without any joins or splices unless approved by Designee.
6. In suspended ceiling and raised floor areas where walker duct, cables trays or conduit are not available, the Contractor shall bundle station wiring with Velcro ties at appropriate distances (3 to 4 feet). The cable bundling shall be supported via "J" hooks (every 5 feet or less) attached to the existing building and framework.
7. Plenum cable will be used in all appropriate areas. OSP is not acceptable in Plenum ceilings per NEC code.
8. If the interior of the wall is not obstructed, the Contractor shall conceal horizontal distribution wiring internally within the walls. If such obstructions exist, Contractor shall secure approval by APS project manager prior to the use of an alternate method.
9. The Category 6 UTP cable shall be Underwriter's Laboratories (UL) listed type MPR, MPP, CMR, or CMP as stated later in this section.
10. Contractor shall provide APS project manager with detailed as-built diagrams for cable runs within raised floor detailing exact locations of cable for review and approval by APS. Note: coordinate with APS IT department on as-built requirements.
11. 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 installations need to meet and or exceed NEC code. All conduit horizontal installations support require 2-hole straps. All vertical support installations will only require 1-hole strap. Conduit color phasing yellow electrical tape and green electrical tape.
12. All terminations will comply with ANSI/EIA/TIA 568B Standard.
13. Service loops required at all TR/ER/EF (10 feet or more) and the TO (3.28 feet or more).
14. Horizontal cable bend radius is no less than four times the cable diameter. No tight bends(s).
15. Connect all cables per APS IT requirements/Labeling. All switches shall be labeled by the contractor for each new installed switch per District's standards. Labels shall be permanent, waterproof, and readable with permanent lettering and shall not be removable by normal cable handling or normal operations. WAP Labeling may include the following: TO Port # (Example 2.0-1-23), MAC address, Serial# and site location (ex RGHS); both to be on the face of the WAP; visible and legible. Note: in the event that cables and or faceplates are not labeled or labeled with the incorrect numbering scheme please label per APS standards. Winning contract award will work with the technology department to determine exact labeling requirements. Questions should be directed to APS Networking/John Kingsolver, Director of Networks and Security. Awarded contractor to rack and stack/install all electronics; switches. Dress up newly installed patch cords bundle of per 6; bundle every 6 with Velcro neatly in the Vertical/Horizontal management.
16. Work Area Outlets; 2 ports, office stainless steel are the standard faceplate used in administration, classroom, wireless access point locations, mechanical, electrical, PV, irrigation, and building automation spaces. Blank RJ45 extra port on faceplate as required.
17. CommScope, Uniprise or Equal: 24P/48P Cat6 Patch Panel, Rj45; 568B/Cat6, Jacks Rj45; 568B termination. (New Cable Spec for Wireless Cat6 CS37.)

18. CommScope, Uniprise or Equal: 24P/48P Cat6 Patch Panel, Rj45; 568B/Cat6, Jacks Rj45; 568B termination. (New Cable Spec for Wireless Cat6 CS37.) Remove/replace patch panels per site specific scopes of work.

### **Patch Cables**

The proposed solution must possess the following capabilities:

- All patch cords shall exceed ANSI/TIA/EIA and ISO/IEC Category 6 Specifications
- Patch cords shall be UL listed and UL-C certified.
- Cable colors for the following uses will be:
  - a. Blue - Data
  - b. White - Phone Analog/Fax
  - c. Yellow - Wireless (New Cable Spec for Wireless Cat6 CS37.)
  - d. Green - Security Cameras
  - e. Black - Electrical
  - f. Gray - Intercom
  - g. Purple – Mechanical

Note: Patch Cord lengths for electronic connectivity will be determined by the contractor on-site. Contractor should anticipate enough length to reach a WAP per drop down specifications and patching between network switches and patch panels. Dress all cables per EIA, TIA, and BICSI Standards.

contractor shall bundle, in bundles of 40 count or less, station wiring with Velcro (i.e. “hook and loop”) ties snug (per BICSI Standards), but not deforming the cable geometry. Cable bundles shall be supported via “J” hooks (or Erico CAT425 saddles or equivalent) attached to the existing building structure and framework at a maximum of five (5) foot intervals. The contractor shall adhere to the manufacturer’s requirements for bending radius and pulling tension of all data cables. Contractor to provide all pathways which includes tray, conduits and or “J” hooks. Fire block where required.

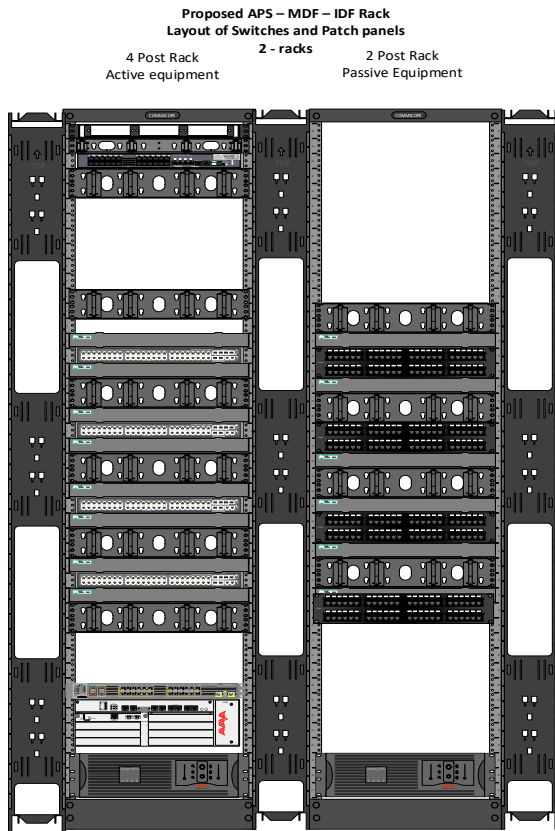
### **Equipment Racks and Enclosures**

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. The contractor may install electrical receptacles as required to power up networking equipment in MDF and IDF enclosures.

#### Rack Setup Example

One (1) RU spacing between all patch panels, network switches and horizontal management. Exceptions include EDP’s, Holocom’s, and wall mounted racks/cabinets.





**Administration Identification**

All cables and conduits shall be labeled by the contractor at each exposed point or end with a unique identifier (yellow and green tape) and a description of the cable function to ease individual cable tracing based on ANSI/EIA/TIA 606A and District’s 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. Coordinate with APS IT on coloring scheme.

**As-Built Requirements**

The 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. Electronic as-builts will be sent as a complete set which includes both the .dwg and .dwt formatted files. As-builts are required to be drawn in the latest version of Autodesk’s AutoCAD software and comply with the United States National CAD Standard as follows:

As-Built Layer; ES - Electrical Site Plan - Details include telecommunications pathways and spaces; conduits, pull boxes, underground boxes, sleeves, masts and utility poles. The vendor will coordinate with IT on As-Built standards and size of CAD drawings.

As-Built Layer; TN-DATA, Telecommunications Network Layer - Details physical locations and labeling for all IP devices, including network drops, MDF, IDF’s, wireless access points, cameras, intercom, mechanical and electrical and backbones.

As-Built Layer: Labeling-compliance with ANSI/EIA/TIA 606A standards and District standards.

Note: a Sample of APS's As-Builts will be given to the awarded contractor to make sure all requirements are met.

### **Grounding and Bonding Requirements**

The contractor shall be responsible for providing an approved ground at all newly installed distribution frames, and or ensuring 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 AWG copper wire and shall be supplied from an approved building ground and bonded to the main electrical ground. Bonding and grounding shall be in compliance with the NEC and ANSI/EIA/TIA 607 standards 17.

When required by local code, provide a telecommunications bonding backbone utilizing a #6- AWG 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.

### **Cable Testing**

Contractor will provide a cable certification from the manufacturer based on the manufacturer's 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 to the District. 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 Wiroscope or Fluke. The contractor shall perform the cable tests for all cables specified as follows unless otherwise noted or approved by the owner.

All installed cable will be Channel and Permanent Link tested determining continuity, shorts, reversed pairs, split pairs, attenuation, and 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. The Contractor will test 100% of all the station cable runs and provided patch cables for the correct jack pin terminations as specified.

### **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 (OTDR) 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.

NOTE: Contractor is also responsible for providing Asset Tagging documentation. Every site will require an Asset Inventory spreadsheet.

### **Removal and Storage of the old Electronics**

The Vendor will remove all replaced electronics from the site. The Vendor will be responsible for the boxing and labeling of returned items. The Vendor will coordinate with an APS IT representative with the return of replaced electronics to a designated APS location.

Note: All HP Switches that have an E-rate (colored) label shall be placed in a box with an inventory listing the location that the switch came from along with what tag numbers are in the box. All other non E-rate switches shall be returned to APS Technology, but only the number of units per box per site location will be required.

**School Scheduling and Coordination**

The Vendor is responsible for providing a schedule for all projects, including a Gantt chart indicating project start and end dates.

**Schedule Detail Requirements / Open Project List**

The Vendor is required to complete an “Open Project List” spreadsheet on a bi-weekly basis and deliver to APS via email. The “Open Project List” spreadsheet will be provided by APS.

**School Site Coordination**

The Vendor will be required to coordinate the electronics installation with the APS Technology Department, the school’s principal, and the school’s technical contact. The Vendor will be required to follow up with an email to all parties confirming the cutover dates and schedule for each location. Failure to properly notify the APS Technology Department and the school may result in postponement or rescheduling of the project at that school location. APS is not responsible for any delays.

**House Cleaning**

Keep all sites clean of debris after work has been performed. Remove any trash that was existing and or was created by you, the Vendor. APS exterior commercial trash bins may be used to dispose of debris as long as no visible identification is seen. Note: When cleaning of electronics please use static free cleaners. **APS**

**Background Check Requirements**

All Vendors are required to get an APS background check for each employee before that employee is allowed to enter and work on APS school property. The background checks are coordinated with the APS Police Department. There is a cost associated with the background check.

**School Access- Key Shop Procedure**

School access will need to be coordinated with the IT department prior to starting any projects.

**Labeling Electronics**

The Vendor will label the electronics installed at the APS location. Switch labels will include the IDF location and the switch’s IP address. The label will be placed in a location where it can be read while the switch is mounted. The access point labels will include the serial number, the telecom outlet number and the MAC address. The access point label will be attached to the front of the access point. The label should be of a large enough font to be easily read from ground level.

**Asset Tag Report**

Selected Vendor must provide a detailed asset report using the system and format as specified by APS. The Asset Tag Report is to ensure compliance with District and E-rate asset control/tracking procedures. The asset tag report will include, but is not limited to, manufacturer, model number, item description, part number, serial number, physical location, telecom outlet number, APS asset tag number, installer’s name, installation date, and MAC address.

Sample Report

<u>School:</u>	<u>Sample HS</u>	<u>E-Rate Year</u>	<u>2022</u>	<u>Date</u>	<u>4/1/2022</u>	<u>Albuquerque Public Schools</u>			<u>Sample Report</u>	
<u>Removed Equipment</u>					<u>Newly Installed Equipment</u>					
<u>Make</u>	<u>Model</u>	<u>Part #</u>	<u>Serial Number</u>	<u>Asset Tag Number*</u>	<u>Make</u>	<u>Model</u>	<u>Part #</u>	<u>Serial Number</u>	<u>Asset Tag Number*</u>	<u>Physical Location</u>
Aruba	Aruba 5300M	Q9H53A	CN12ABC53	79	Aruba	Aruba 6300M	Q9H63A	CN12ABC34	<u>1234</u>	MDF RM A119

Aruba	Aruba 5300M	Q9H53A	CNOBB9M53D	80	Aruba	Aruba 6300M	Q9H63A	CNOBB9M01D	<u>1235</u>	Office A119
Aruba	Aruba 5300M	Q9H53A	CN07B9P53Z	81	Aruba	Aruba 6300M	Q9H63A	CN07B9P02Z	<u>1236</u>	Office A120
Aruba	Aruba 5300M	Q9H53A	CN07B9P53J	82	Aruba	Aruba 6300M	Q9H63A	CN07B9PO0J	<u>1237</u>	Hall H110

Asset Label: Example:



# **EVALUATION CRITERIA**

**EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. **Note: FAILURE** to adequately address and meet the requirements may be cause for the proposal to be deemed non-responsive by the procurement officer. New Mexico In-State Resident Business and/or Resident Veteran Business does not apply to this proposal as Federal Funds will be utilized.

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

	Possible Points	Points This RFP
<p><b>Qualifications</b>            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>	15	
<p><b>Experience – Past Performance - References</b>            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>	15	
<p><b>Assigned Personnel to APS – Contract Staffing</b>            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.</p>	20	
<p><b>E-Rate Eligible Cost: Material and Labor:</b> As stated above the bid must clearly identify the E- rate eligible portion of the project.</p>	30	
<p><b>E-Rate Ineligible Cost: Material and Labor:</b> As stated above the bid must clearly identify the E- rate ineligible portion of the project.</p>	5	
<p><b>Approach/Methodology</b>            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	
<p><b>Total Possible Awarded Points</b></p>	<b>100</b>	

# **SUBMITTAL REQUIREMENTS**

## **ATTENTION:**

**Offers must be submitted electronically via 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>

**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 of 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 bid responses several days in advance of the due date and time.** Please Note: **There is no fee to submit a bid/RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

## **PROPOSAL – DETAILED REQUIREMENTS**

Proposals shall not exceed 60 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page, Tab 1, table of contents, front cover, back cover are not counted towards the 60 page maximum total.

### **TAB 1 - LETTER OF SUBMITTAL**

### **TAB 2 – 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.

### **TAB 3– EXPERIENCE – PAST PERFORMANCE – REFERENCES**

Submit a minimum of three (3) detailed information 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, 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 – 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.

**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 - APS E-Rate Wireless Expansion 2021-2022 cost sheet  
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 C (Rows 3-13) Project 1 – Switch Purchase, Installation, and Configuration Pricing, Project 2 – UPS Battery Purchase, Installation and Disposal of old Batteries Column C (Rows 28-30).

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 Wireless Expansion 2021-2022** 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

Byrd Anti-Lobbying Amendment

Signed Conflict of Interest and Debarment/Suspension Certification Form

Signed Statement of Confidentiality

Specification Exception Form

# **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 the Terms and Conditions governing the Procurement.
- 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 \$12,500**

**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**  
**CONFLICT OF INTEREST**

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

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

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

**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.**

**SIGN HERE** 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 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.*