

Albuquerque Public Schools
REQUEST FOR PROPOSAL (RFP)
RFP NO. 16-024RR-KM

E-RATE WIRELESS EXPANSION PHASE 2



RFP DUE TIME AND DATE: March 1, 2016 @ 3:00 PM (LOCAL TIME)
PRE-PROPOSAL/Walk Through: MANDATORY
DATE: February 11, 2016@ 8:30 AM (LOCAL TIME)
PURCHASING CONTACT: Robert Russell at 505-878-6123
E-MAIL: Russell_r@aps.edu

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

OFFICIAL CONTACTS ONLY

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

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PROPOSAL GENERAL INSTRUCTIONS

1. Requests for proposals (RFP) will be received at the Albuquerque Public Schools Procurement Office no later than March 1, 2016 at 3:00 P.M. (Local time) at which time the said proposals will be opened and recorded as received.
2. "The Purchaser" as used in these specifications shall refer to Albuquerque Public Schools (APS).
3. Albuquerque Public Schools is seeking requests for proposals from qualified individuals and/or companies in accordance with the RFP scope of work.
4. Any inquiries or requests regarding clarification of this procurement document shall be submitted to the buyer in writing. Buyer contact information is Robert Russell and email is Russell_R@aps.edu. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Offerors **MAY NOT** contact other District Departments or employees. Any contact with a District Departments or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.
5. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
6. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
7. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
8. The envelope containing the completed request for proposal **must** be marked "Request for Proposal" and corresponding RFP # and addressed as follows:

Albuquerque Public Schools Procurement Division

Physical Address

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

Mailing Address

P.O. Box 25704
Albuquerque, NM 87125-0704

9. Any and all Proposals not received by the Proposal submission date and time shall be rejected and returned unopened.

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

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

“Agency” shall mean Albuquerque Public Schools (APS)

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

“Contractor” shall mean successful Offeror.

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

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

“Evaluation Committee” shall mean a body of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. The contents of the proposals will be kept confidential until APS awards a contract. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a 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 offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

23. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, reserves the right to refuse any or all proposals and is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.

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

25. Offeror shall submit one (1) original proposal, four (4) identical hard copies, and one (1) identical electronic copy of their proposal to the location specified in item 8 above in general instructions section. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

TERMS AND CONDITIONS

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

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

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

4. **TERMINATION:** Either party may terminate this contract as follows:

A. Termination by the Contractor

1. The contractor may terminate this contract only if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the Contractor and the District.

B. Termination by the District

1. For Cause

a. The occurrence of either one of the following events will justify termination for cause:

- i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
- ii. Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

- i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
- ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

6. **INSURANCE (If Applicable):** The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved

by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

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

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

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

7. **AUDIT:** The District reserves the right to audit the contractor’s records associated with this contract at any time during the contract period and for a period of up to four years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District’s access to books and records of such party.

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

9. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools

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

business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.

11. CONFLICT OF INTEREST: By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.

12. NON-DISCLOSURE: The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

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

PROTESTS

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

2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

A. State the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

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

PUBLIC WORK REQUIREMENTS

1. PROPOSAL SECURITY

Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of \$1,000,000.00 ($\$1,000,000.00 \times 0.05\% = \$50,000.00$), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each price proposal.

The Offeror will provide, with the 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 Performance; Labor, and Materials Payment Bond for projects which exceed \$25,000.00 per 13-4-18-A NMSA.

No Offeror may withdraw his proposal for **60 days** after the actual date of the opening thereof.

2. NEW MEXICO PREVAILING WAGE RATES

Wages to be paid as a result of a contract awarded could be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the awarded Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the awarded Contractor will not relieve the awarded Contractor from becoming aware of or complying with such determinations.

3. PERMITS, PLAN CHECKING FEES, OTHER CHARGES

Offerors shall include as part of the Price Proposal all costs incurred for permits, including any Plan Checking Fees as charged by the City of Albuquerque (or any other applicable entity or agency with jurisdiction over the projects) for checking Contract Documents prior to obtaining a permit. Additionally, the Owner will not pay for 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 Offeror's Price Proposal.

4. APS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

All current behavioral policies of the APS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on APS property, shall be deemed to be in force for the awarded Contractor's work forces when they are on APS property, including the project work site.

CONTRACTUAL AGREEMENTS AND BONDS:

1. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS (Projects in excess of \$25,000.00)

- a) A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico may be

required from the successful Offeror prior to award of a contract. The Performance and Labor and Materials Payment Bonds shall be AIA Document A312.

2. TIME OF DELIVERY AND FORM OF BONDS

- a) The Offeror will, prior to commencement of Work, furnish such bonds.
- b) The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.
- c) The AIA A312 1984 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The bond shall be modified as follows:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the surety as provided under this bond.

RFP SCHEDULE

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

Action	Responsibility	Date
Issue of RFP	District	2/01/16
Mandatory Pre-proposal Meeting/Walk Through	District and Offerors	2/11/16 @ 8:30 am (local time)
Deadline for Questions	Offeror	2/17/16 @ 10:00am (local time)
Submission of Proposal	Offeror	3/01/16 @ 3:00pm (local time)
Evaluation of Proposals	Evaluation Committee	TBD
*Finalist's Interviews	Evaluation Committee	TBD
Contract Negotiations	District Purchasing	TBD
APS Board Approval	District	TBD
<p>Mandatory Pre-Proposal Meeting/Walk Through Location: District Data Center 930 Oak Street Albuquerque, NM</p> <p>*The selection committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.</p> <p>This schedule is subject to change.</p>		

SUBMITTAL REQUIREMENTS

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

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

Your response shall not exceed two hundred (200) single sided pages. The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

Proposals Include:

A letter of transmittal, which includes the following information:

- A. Name, address, telephone/FAX number and email of business
- B. Name of the primary contact.
- C. Authorized signature and title of Offeror.
- D. Date of proposal; and
- E. Statement that the Offeror has the ability to provide the services requested and will comply with the contract terms and conditions set forth in this Request for Proposal and acknowledges any addendums or is requesting changes to certain terms and conditions, if awarded a contract.

Past Experience: Vendor shall provide detailed documentation of actual previously completed example projects of comparable size and complexity. All documentation, including logical and physical design maps shall be included, and should demonstrate the level of installation. Photographs desired. Past experience with District will also be included.

References: The ability to complete, manage and correctly bill projects is important to APS. Please provide proof of successful projects via customer references. APS requires **four (4)** 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. All references will be verified.

Contractor Profile: Write a brief history of your company that includes its philosophy of doing business. Generally, 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. APS will not accept a proposal from a business that has no track record of providing said Priority Two services under the E-rate program. Fill out in its entirety the Form W-9 which will be supplied by the District with this 470 Form.

Employee Resumes: Provide a resume of every employee that will be assigned to APS. Resumes must include work history, licenses and certifications.

E-Rate Experience: 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. Verifiable documentation shall be provided demonstrating that the proposed service is eligible for funding under E-Rate Priority Two. Such documentation shall reflect the vendor's previous experience providing similar services under Priority Two. Vendor shall provide a position statement on how they will

deal with late FCDL (Funding Commitment Decision Letters) or funding denial in future years of the contract.

E-Rate Eligible Cost, Material and Labor: All bids must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible, the vendor must clearly identify the E-rate eligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate the ineligible costs.

Compliance with Technical Standards: As stated above the District has standardized on certain networking electronics and is giving preference to vendors that provide solutions that fully adhere to the District's standards for equipment.

CommScope Certified Partner: As state above the District desires to utilize a CommScope Certified Partner, primarily for warranty purposes, and preference is being given to Offerors that meet this requirement.

E-Rate Ineligible Cost: Material and Labor: All bids must clearly identify the E-rate ineligible costs associated with a given product or service. If a product or service is partially ineligible, the vendor must clearly identify the E-rate ineligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate the ineligible costs.

RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE: It will be the sole responsibility of any Proposer claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Proposals will not be considered.

1. To receive a resident business preference, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
2. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
3. To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident electrical contractor certificate issued by the NM Taxation and Revenue Department.
4. Through either an RFP process or an ITB process the qualified veteran resident contractor shall receive:
 - a) 10% preference if their annual revenues are less than \$1,000,000;
 - b) 8% preference if their annual revenues are less than \$5,000,000 but more than \$1,000,000
 - c) 7% preference if their annual revenues are more than \$5,000,000

5. The preference is limited in any calendar year, to an aggregate of \$10,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
6. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
7. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
8. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

Attachments: Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form, New Mexico Employees Health Coverage Form, Acknowledgement of Addendums.

PROJECT OVERVIEW E-RATE

Background:

The District is seeking proposals for network electronics, associated hardware, wiring, and installation services. The District may decide to award the electronics portion of the contract to one vendor and the wiring and installation services to another vendor.

During the upcoming E-Rate funding year the District expects to complete infrastructure upgrades at approximately 35 schools. In the event that the given scope of work cannot be completed in the next funding year, the District reserves the right to extend the agreement one year at a time for a maximum total term not to exceed five years. Because this project is being partially funded through the E-rate program, which is unlikely to cover the majority of the costs, the District reserves the right to limit or modify the scope of work based on budgetary limitations. Any contracts signed as a result of this procurement are contingent upon successful E-rate funding.

The District standard for wiring is CommScope and the District has a strong preference for CommScope Certified Partners for warranty purposes. While the E-rate rules do not allow the District to only consider proposals for CommScope wiring strong consideration will be given to proposals that include CommScope wiring from a CommScope Certified Partner.

Given the complexity of the District's infrastructure the District requires that potential Offerors have at least two (2) Registered Communications Distribution Designers (RCDD's) on staff, and that each RCDD has held the credential for at least the last five (5) years. Proposals from vendors not meeting this requirement will not be considered. The RCDD's must currently be based in the Albuquerque Metropolitan Area or commit to relocating to the Albuquerque Metropolitan Area prior to July 1, 2016.

Given the timing of the procurement the District will be unable to perform a walk through at every site and will only be conducting a walk through at the following locations listed below. Directly prior to the walk through there will be a mandatory pre-proposal meeting.

Walk Through Schools:

Apache Elementary
Bellehaven Elementary
Comanche Elementary
Monzano Mesa Elementary

The walk through will be mandatory and proposals will not be accepted from vendors that do not attend the walk through at all four (4) schools. Prospective Offerors interested in attending the pre-proposal meeting and walk through should arrive at the District Data Center, located at 930 Oak Street, at 8:30 am MT on February 11th. If for some reason not all four (4) site visits can be completed on the 11th the District (and the prospective Offerors in attendance on the 11th) will complete the visits the following day beginning at 8:30 MT. The deadline for submitting questions relating to this Form 470 bid is 10:00 am on February 17th. All proposals in response to this procurement must be received by 3:00 pm MT on March 1, 2016.

The schools selected for the walk through are representative of the other schools where the work will be completed, and will be used as the basis for vendors to bid on the work for the other schools. Vendors should formulate their proposals for the other schools using the quantities of equipment listed in Appendix A, and then a reasonable estimate of the wiring, other electronics, and labor needs for each school. In order to address unforeseeable elements of cost within the defined scope of work of the capital project, the district is willing to consider proposals that include contingency fees consistent with Chapter 15 Article 3B Section 11 of New Mexico code. It should be noted that the contingency will only be reimbursed for work actually performed.

Prior to work being conducted at any school a formal walk through will be conducted and the vendor will have the opportunity to adjust their pricing based on information gathered during the walk through. However, the pricing methodology must remain consistent to the methodology that was used in the four (4) schools that were walked during the 470-RFP process.

Vendors are reminded that as required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all proposals in response to this Form 470 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 <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for more information on the requirements relating to LCP. This includes passing on any manufacturer discounts to the District and USAC. Additionally, once the actual walkthrough is conducted for a given school the vendor is still required to offer the District the LCP.

The District expects the successful service provider to provide an Excel version of the Item 21 Attachments in the format approved by USAC and the FCC. Offerors must ensure they provide the current approved Item 21 Attachment from USAC in an excel format that can easily be uploaded into USAC's online system. The approved templates will be made available once they are released by USAC.

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address, and telephone number are listed below:

Name: Robert Russell
Title: Senior Buyer
Albuquerque Public Schools
PO Box 25704
Albuquerque, NM 87125
Telephone: 505-878-6123
Fax Number: 505-830-1161
Email: russell_r@aps.edu

Special Instructions: Complete the RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of above delivery option selected. Late RFPs are not accepted and will be returned unopened. To ensure proper identification and handling, clearly indicate the RFP number and the response due date on the outside of the sealed package.

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other Albuquerque Public Schools employees do not have the authority to respond on behalf of APS.

SCOPE of WORK:

Technical Specifications:

Horizontal Cabling:

- Contractor shall supply horizontal cables to connect each data communication Telecommunication outlet.
- Unless otherwise noted on the floor plans or within this document, the type of horizontal cables used be rated Category 6UTP. Per APS Requirements.
- Network Cable jacket and Wall jacks shall be BLUE in color.
- Faceplate requirements – Uniprise 4 port Stainless Steel part# 108 615 204
- The Category 6 UTP cables shall be run using a star topology format from Telecommunications Room on each floor to every individual Telecommunication Outlet.
- All cable routes to be approved by APS project manager prior to installation of the cabling.
- The length of each individual run of horizontal cable from the Telecommunication Closet on each floor to the Telecommunication Outlet shall not exceed 295 ft (90 m).
- Contractor shall observe the bending radius and pulling strength requirements of the Category 6 UTP cable during handling and installation.
- Each of cables between the termination block and the information outlet shall be continuous without any joints or splices unless approved by Designee.
- In suspended ceiling and raised floor areas where walker duct, cables trays or conduit are not available, the Contractor shall bundle station wiring with Velcro ties at appropriate distances. The cable bundling shall be supported via “J” hooks (every 5 foot or less) attached to the existing building and framework.
- Plenum cable will be used in all appropriate areas.
- If the interior of walls are not obstructed, the Contractor shall conceal horizontal distribution wiring internally within the walls. If such obstructions exist, Contractor shall secure approval by APS project manager prior to the use of an alternate method.

- The Category 6 UTP cable shall be Underwriter’s Laboratories (UL) listed type MPR, MPP, CMR, or CMP as stated later in this section.
- Contractor shall provide APS project manager with detailed As-Builds diagrams for cable runs within raised floor detailing exact locations of cable for review and approval by APS project manager after coordination with other contractors, architect or design professional and general contractor.
- Conduit runs installed by the contractor shall not exceed 100 feet or contain more than two 90 degree bends without utilizing appropriately sized pull boxes.
- All terminations will comply with ANSI/EIA/TIA 568B Standard
- Service loops required at all TR/ER/EF (10 ft or more) and the TO (3.28 FT or more)
- Ensuring that Horizontal cable bend radius is no less than four times the cable diameter. No tight bends.

Patch Cables:

- All patch cords shall exceed ANSI/TIA/EIA and ISO/IEC Category 6A Specifications
- Patch cords shall be UL listed and UL-C certified.
- Cables colors for the following uses will be:
 - a. BLUE – Data Cat6
 - b. White– Phone Cat6
 - c. Yellow – Wireless Cat6
 - d. Green – Security Cameras Cat6
 - e. Black – Mechanical/Electrical Cat6
 - f. Gray – Intercom Cat6
- Cable jacket shall be “White” in color for Work Areas and cross connects
- Cable jacket shall be “Red” in color to identify Dmarc, router, Cat6 backbones and stacking connections

Backbone Cabling:

- 6 – strand minimum, tight-buffer Fiber Backbones between Distribution Frames.
- Aerial, OSP Fiber cables shall be made of an indoor/outdoor/plenum rating where transitions are required from buildings.
- Contractor shall supply and install the transmission media and terminating hardware to provide interconnection between the MC and each TR in a star topology.
- All cable routes to be approved by project manager prior to installation.
- Riser and tie cables shall be extended between TR’s utilizing the interflow conduit sleeves.
- Contractor shall observe the bending radius and pulling strength requirements of all backbone cables during handling and installation.
- Contractor shall supply and install the transmission media and terminating hardware to provide inter-building communications facility.
- All cable routes to be approved by project manager prior to installation.
- Contractor shall supply OSP copper cable, OSP optical fiber cable and electrical protection devices that will prevent electrical surges on the cable from entering buildings.
- All buried and underground conduits are required to contain a Tracer wire (pull rope, pull string, etc.) in the conduit. Service Entrances must be recorded as part of the As-Built for future spotting references.

- Aerial cable will consist of U/V rated Category 6, or U/V rated fiber optic cable.
- Use self-supporting cable rather than lashed cable if : (1) It is available in the required size, (2) there is no existing strand for voice and data, (3) new cable cannot be lashed to existing cable unless approved by an APS representative, and (4) adequate space exists for growth.
- Aerial connecting hardware and enclosures must be UV and NEMA4 rated.
- All clearances and separations must meet NEC and local codes. NO contractor will install any cable on the roof/s of any APS facilities, or make any roof penetrations unless given written permission by M&O.
- The fiber cable runs will include a 10-foot Service loop at each distribution closet and/or point.

Fiber Specifications:

1. 50 micron Multi-mode Fiber

10 Gigabit bandwidth capacity- Terminate
300 meters (984 ft) maximum distance
LC, SC type terminations and connectors

2. 62.5 micron Multi-mode Fiber

1 Gigabit bandwidth capacity
220 meters (720 ft) maximum distance
LC, ST or SC type terminations and connectors

3. Single-mode Fiber

10 Gigabit bandwidth capacity
40 kilometers (approx. 25 miles) maximum distance
LC, ST or SC type terminations and connectors

Wireless Specifications: Wireless Access Points (WAPs) and Wireless Controllers shall be installed based on District standards and in compliance with IEEE's 802.11a, b,g,n,ac Wireless Networking standards. Access Point shall be powered based on IEEE's 802.3af or 802.3at Power-over-Ethernet Standards as determined by APS It Dept. Physical locations Wireless Networking standards. Access Points will be designated from the Data Communications Division and mounted per standards typically 96" AFF on the wall and on a ceiling mount in the middle of the room. No higher than 10ft; if the ceiling exceeds ten feet it is to be installed on the wall. Access Points mounted in gymnasiums must be housed in a protective, non-metallic, wireless enclosure. WAP's are to be labeled, asset tagged according to APS / District IT standards. Please note the APS Technology department will configure the WAPs. Please note the successful contractor will provide all cabling and components from WAP to switch; APS will provide connecting cables from existing switch to new switch. Note- 2-Cat6 drops per wireless access point. Terminate on existing patch panel even if it's a Cat 5e patch panel. Future upgrade will include category replacement. Only change out Cat 5e patch panels if necessary. Use stainless steel faceplates.

Pathways: In suspended ceiling and raised floor areas where duct, cable trays or conduit are not available, the Contractor shall bundle, in bundles of 50 count or less, station wiring with cable ties snug, 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 foot (5') intervals. The contractor shall adhere to the manufacturer's requirements for bending radius and pulling tension of all data cables.

Cables shall not be attached to or supported by fire sprinkler heads or delivery systems or any environmental sensor located in the ceiling air space. Cables shall not be attached or lift out ceiling grid supports or load directly on the ceiling grid. Plenum-rated cable ties shall be used in all appropriate areas.

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

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

Part#	Manufacturer w/ Description
TBD	OCC (Optical Cable Co.), LC, MM Industrial plug
TBD	OCC, LC, MM Industrial outlet
TBD	OCC, Outlet Dust Cap
TBD	OCC, Plug Dust Cap
OC-040818-01	OCC, 2 strand, 62.5 Multimode Fig. 8, w/ Blue jacket
BX__-WLS-900-OFNR	OCC, Multi-strand, Indoor/Outdoor/Plenum rated

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

Administration: Identification All cables and conduits shall be labeled by the contractor at each exposed point or end with a unique identifier and a description of the cable function to ease individual cable tracing based on ANSI/EIA/TIA 606A and District'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.

As-Builts Requirements

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

- ES - Electrical Site Plan - Details include Telecommunications pathways and spaces; Conduits, pull boxes, underground boxes, sleeves, masts and utility poles.

- TN-DATA, Telecommunications Network Layer - Details physical locations and labeling for all IP devices, including network drops, MDF, IDF's, wireless access points, cameras, intercom, mechanical and electrical and backbones.
- Labeling compliance with ANSI/EIA/TIA 606A standards and District standards
- Electronic As-builts will be sent as a complete set which include both the .dwg and .dwf formatted files

Grounding and Bonding Requirements: The contractor shall be responsible for providing an approved ground at all newly installed distribution frames, and or insuring proper bonding to any existing facilities. The contractor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes and framework. All grounds shall consist of #6 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.

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.

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

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

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

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

Cable Testing: Contractor will provide a cable certification from the manufacturer based on their warranty period, as proof that the system is fully operational. If at any time during this period, cable or workmanship should be defective, the contractor will repair or replace in a timely manner at no charge 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 Wirescope or Fluke. The contractor shall perform the cable tests for all cables specified as follows unless otherwise noted or approved by the owner:

Category 6, UTP cables

- All installed cable will be Channel and Permanent Link tested determining continuity, shorts, reversed pairs, split pairs, attenuation, return loss, NEXT, PSNEXT, ACR, PSACR, ELFEXT and PSELFEXT. The continuity of all grounds and bonds will also be tested.
- All of the installed station cables shall be tested for attenuation loss at 100 MHz and results reported in dB.
- Test 100% of all the station cable runs and provided patch cables for the correct jack pin terminations as specified.

Fiber Optic Cables

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

Reports and Certifications: The contractor shall be responsible for recording and providing to the owner all test data. Copies of all test results are to be submitted to the Data Communications Division in an electronic format and delivered via email. For all fiber optic cables within the required distance, a printout from an Optical Time Domain Reflectometer (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.

Electronics: List of equipment to be installed per the Scope of Work provided.

***Switches:**

1. HP 5130-24G-POE+ JG936A
2. HP 5130-48G-POE+ JG937A

***Wireless Access Point:**

1. Product Number: J9845A HP 560 Wireless 802.11ac (AM) AP

*Note: Equivalent or latest model as approved by APS IT Department

Cabling & Infrastructure Scope of Work (By School Site)

Wireless Access Installations District-Wide. Cabling and infrastructure upgrades where required. The contractors will walk through and bid on the four listed schools and the awarded contractor will then proceed with pricing out the remaining schools listed

below based on the number of Wireless Access Points (WAPs) that are specified. The format pricing will help determine the cost of the other chosen schools listed.

Albuquerque Public Schools – Elementary Schools

7 Bar Loop

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 6 - 24 Port P/P, 4 - HP 5130-24G-POE+ Switches, 1 - HP 5130-48G-POE+ Switch, 38 - WAP Drops, 19 - HP MSM 560 WAP's; Update As-Builts



Apache ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2- 24 Port P/P, 2 - HP 5130-24G-POE+ Switches 1 - HP 5130-48G-POE+ Switch, 40 - Data Drops, 20 - HP MSM 560 WAP's; Update As-Builts

Bellehaven ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 1- 24 Port P/P, 2 - HP 5130-24G-POE+ Switches 26 - Data Drops, 13 - HP MSM 560 WAP's; Update As-Builts

Carlos Rey ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 5 - 24 Port P/P, 2 - HP 5130-24G-POE+ Switch, 50 - WAP Drops, 25 - HP MSM 560 WAP's, 2 - Inline P/S; Update As-Builts

Chamiza ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install : 3 - 24 Port P/P, 3 - HP 5130-24G-POE+ Switches, 54 - Data Drops, 27 - HP MSM 560 WAP's, Update As-Builts

Chaparral ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, Install 2 - HP 5130-24G-POE+ Switch, 40 - WAP Drops, 20 - HP MSM 560 WAP's, 192 - IDF 2' Patch Cords ; Update As-Builts

Chelwood ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 3 - 24 Port P/P, 2 - HP 5130-48G-POE+ Switch, 50 - Data Drops, 25 - HP MSM 560 WAP's; Update As-Builts

Comanche ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 3 - 24 Port P/P, Install 1 - HP 5130-24G-POE+ Switch, Install 2 - HP 5130-48G-POE+ Switches, 28 - Data Drops, 14 - HP MSM 560 WAP's; Update As-Builts

Albuquerque Public Schools – Elementary Schools

Coronado ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 1 - 24 Port P/P, Install 1 - HP 5130-48G-POE+ Switch, 16 - WAP Drops, 8 - HP MSM 560 WAP's, 25 - IDF 2' Patch Cords ; Update As-Builts

Dennis Chavez ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 3 - 24 Port P/P, 2 - HP 5130-24G-POE+ Switch, 58 - Data Drops, 29 - HP MSM 560 WAP's; Update As-Builts

East San Jose ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install : 5 - 24 Port Patch Panels, 3- HP 5130-24G-POE+ Switch, 2 - Inline P/S, 50 - Data Drops, 25 - HP MSM 560 WAP's, Update As-Builts

Edward Gonzales ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install : 4 - 24 Port Patch Panels, 3- HP 5130-24G-POE+ Switch, Install 56 - WAP Drops, 28 - HP MSM 560 WAP's ; Update As-Builts

Eubank ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install : 3 - 24 Port Patch Panels, Install 2 - HP 5130-24G-POE+ Switch, 42 - Data Drops, 17 - HP MSM 560 WAP's, 1 - Inline P/S; Update As-Builts

DW Family School ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, 1 - HP 5130-48G-POE+ Switch, 20 - Data Drops, 10 - HP MSM 560 WAP's; Update As-Builts

Gov. Bent ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, 1 - HP 5130-48G-POE+ Switch, Install 26 - WAP Drops, 13 - HP MSM 560 WAP's, 1 - Inline P/S; Update As-Builts

Griegos ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, Install 1 - HP 5130-48G-POE+ Switch, 26 - WAP Drops, 13 - HP MSM 560 WAP's, 78 - IDF 2' Patch Cords ; Update As-Builts

H. Humphrey ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 3 - 24 Port P/P, 3 - HP 5130-24G-POE+ Switch 1 - HP 5130-48G-POE+ Switch, 38 - Data Drops, 19 - HP MSM 560 WAP's, 60 - IDF 2' Patch Cords; Update As-Builts

Albuquerque Public Schools – Elementary Schools

Hawthorne ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, 1 - HP 5130-24G-POE+ Switch, Install 1 - HP 5130-48G-POE+ Switch, 36 - WAP Drops, 18 - HP MSM 560 WAP's, 1 - Inline P/S, 78 - IDF 2' Patch Cords ; Update As-Builts

Kit Carson ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, 1 - HP 5130-24G-POE+ Switch, Install : 40 - Data Drops, 20- HP MSM 560 WAP's, Update As-Builts

Lowell ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, Install : 8 - HP 5130-24G-POE+ Switches, 1 - HP 5130-48G-POE+ Switches, 26 - Data Drops, 13 - HP MSM 560 WAP's, 18- Fan kits (9 Holocombs); Update As-Builts

Manzano Mesa ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 4- 24 Port P/P's, 4 - HP 5130-24G-POE+ Switches, 50 - Data Drops, 25 - HP MSM 560 WAP's, 1 - Inline P/S; Update As-Builts

Mark Twain ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2- 24 Port P/P's, Install 2 - HP 5130-24G-POE+ Switch, 42 - WAP Drops, 21 - HP MSM 560 WAP's; Update As-Builts

McCullum ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 4 - 24 Port P/P's, 3 - HP 5130-24G-POE+ Switch, 3 - HP 5130-48G-POE+ Switches, 40 - Data Drops, 21 - HP MSM 560 WAP's; 52 - IDF 2' Patch Cords; Update As-Builts

Mission ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 8 - 24 Port P/P, 2 - HP 5130-24G-POE+ Switch, 20 - WAP Drops, 10 - HP MSM 560 WAP's, 10 - Inline P/S; Update As-Builts

Mitchell ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 3 - 24 Port P/P, Install 2 - HP 5130-24G-POE+ Switch, 44 - Data Drops, 22 - HP MSM 560 WAP's; Update As-Builts

Albuquerque Public Schools – Elementary Schools

Oonate ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, 1 - HP 5130-24G-POE+ Switch, Install 1 - HP 5130-48G-POE+ Switch, 26 - Data Drops, 13 - HP MSM 560 WAP's; Update As-Built

Sandia Base ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 4 - 24 Port P/P, 3 - HP 5130-48G-POE+ Switch, 52 - Data Drops, 26 - HP MSM 560 WAP's, 60 - IDF 2' Patch Cords; Update As-Built

Sierra Vista ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, 2 - HP 5130-24G-POE+ Switch, Install 48 - WAP Drops, 24 - HP MSM 560 WAP's, 1 - Inline P/S; Update As-Built

Sombra Del Monte ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, 1 - HP 5130-24G-POE+ Switch, Install 1 - HP 5130-48G-POE+ Switch, 30 - Data Drops, 19 - HP MSM 560 WAP's; Update As-Built

Tomasita ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 3 - 24 Port P/P, 3 - HP 5130-24G-POE+ Switch, 52 - Data Drops, 26 - HP MSM 560 WAP's, 60 - IDF 2' Patch Cords; Update As-Built

Ventana Ranch ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 4 - 24 Port P/P, 3 - HP 5130-24G-POE+ Switch, Install 42 - WAP Drops, 21 - HP MSM 560 WAP's; Update As-Built

Whittier ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 4 - 24 Port P/P, 11 - HP 5130-24G-POE+ Switches, 1 - HP 5130-48G-POE+ Switch, 38 - WAP Drops, 19 - HP MSM 560 WAP's; Update As-Built

Zia ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 3 - 24 Port P/P, 3 - HP 5130-24G-POE+ Switch, 38 - Data Drops, 19 - HP MSM 560 WAP's, 1 - Inline P/S, 60 - IDF 2' Patch Cords; Update As-Built

Zuni ES

- Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 2 - 24 Port P/P, 2 - HP 5130-48G-POE+ Switches, 44 - Data Drops, 22 - HP MSM 560 WAP's; Update As-Built

Albuquerque Public Schools – Middle Schools

Hoover MS

- **Upgrade Wireless Network (Uniprise Cat 6) to each classroom per District Standards as follows - Install 3 - 24 Port P/P's, 1 - HP 5130-24G-POE+ Switch, 3 - HP 5130-48G-POE+ Switches, 48 - Data Drops, 24 - HP MSM 560 WAP's, 1 - Inline P/S, 70 - IDF 2' Patch Cords; Update As-Builts**

Albuquerque Public Schools CONTRACTOR SCORING MATRIX – Cabling and Infrastructure

Albuquerque Public Schools will use a 150 point scoring matrix to evaluate all submitted proposals. Please provide the information below.

TOTAL PRICE FOR E-RATE ELIGIBLE SERVICE 150 Points Total

Cost: Scoring shall be based on total cost for E-Rate eligible services.

Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror’s proposal submitted.

	Factor	Points
	Mandatory Specifications	
1.1	Past Experience: Vendor shall provide detailed documentation of actual previously completed example projects of comparable size and complexity. All documentation, including logical and physical design maps shall be included, and should demonstrate the level of installation. Photographs desired. Past experience with District will also be included.	15
1.2	References: The ability to complete, manage and correctly bill projects is important to APS. Please provide proof of successful projects via customer references. APS requires four (4) 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. All references will be verified	10
1.3	Contractor Profile: Write a brief history of your company that includes its philosophy of doing business. Generally, 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. APS will not accept a proposal from a business that has no track record of providing said Priority Two services under the E-rate program. Fill out in its entirety the Form W-9 which will be supplied by the District with this 470 Form.	10
1.4	Employee Resumes: Provide a resume of every employee that will be assigned to APS. Resumes must include work history, licenses and certifications.	15

1.5	E-rate Experience: 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. Verifiable documentation shall be provided demonstrating that the proposed service is eligible for funding under E-Rate Priority Two. Such documentation shall reflect the vendor's previous experience providing similar services under Priority Two. Vendor shall provide a position statement on how they will deal with late FCDL (Funding Commitment Decision Letters) or funding denial in future years of the contract.	15
1.6	E-Rate Eligible Cost: Material and Labor: As stated above the bid must clearly identify the E-rate eligible portion of the project.	45
1.7	Compliance with Technical Standards: As stated above the District has standardized on certain networking electronics and is giving preference to vendors that provide solutions that fully adhere to the District's standards for equipment.	15
1.8	CommScope Certified Partner: As state above the District desires to utilize a CommScope Certified Partner, primarily for warranty purposes, and preference is being given to Offerors that meet this requirement.	15
1.19	E-Rate Ineligible Cost: Material and Labor: As stated above the bid must clearly identify the E-rate ineligible portion of the project.	10
	Total Points	150
	New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by a State of New Mexico Taxation & Revenue Department.	7.5
	Veteran New Mexico Resident Business Preference: Ten, eight, or seven percent of the total possible points to a resident veteran business. To Qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> • 15 points for Resident Veteran Business/Contractor with annual revenues of \$1 Million or less as verified by State of NM Tax & Revenue. • 12 points for Resident Veteran Business/Contractor with annual revenue of more than \$1 million but less than \$5 million as verified by State of NM Tax & Revenue. • 10.5 points for Resident Veteran Business/Contractor with annual revenues of \$5 million or more as verified by State of NM Tax & Revenue. 	10.5 - 15
	Total Possible Awarded Points	150 - 165

Asset Report

Selected vendor must provide a detailed asset report using the system and format as specified by the District that will include but not be limited to labeling, tagging, and reporting of asset to ensure compliance with District and E-rate Asset Control/Tracking Procedures. Label to contain WAP ID, Year of e-rate purchase, ID number, detailed location (Rm 101, West Hallway #3 of 7, etc.) Report to District would contain all of the above including purchase order number, serial number(s), asset tag number by each site.

Sample Report

SCHOOL: Sample HS		Albuquerque Public Schools				
E-Rate Year: 2017		SAMPLE INVENTORY SHEET				
Date: 1-29-17						
Make	Model	Part#	Serial#	Physical Location	Network Location	Telecom Outlet Location
HP	HP5800G 24	JC103A	CN14BFR0	Office	MDF1.0	D6.0-101
HP	HP A5500 48G	JD370A	CNOBB9M	Office	MDF1.0	D1.01-87
HP	HP A5500 48G	JD372A	CN07B9P02	Office	MDF1 0	D7.0-1-08
HP	HP A5500 48G	JD372A	CN07B9PO	Hall H110	IDF2.0	D1.02-88
HP	HP A5500 24G	JD371A	CNOBB9N	Library	IDF3.0	D1.0-1-06
HP	HP A5500 24G	JD371A	CNOBB9N	Cafeteria	IDF4.0	D1.02-2-04
HP	E-MSM422	J9358B	SG1049K03	Computer	1.0-1-14	D1.0-1-06
HP	E-MSM422	J9358B	SG1049K05	Room 213	1.0-1-43	D8.0-1-21
HP	E-MSM422	J9358B	SG0509K06	Room 203	1.0-2-49	D1.03-1-32
HP	E-MSM422	J9358B	SG1049K04	Room 214	1.0-2-71	D1.08-1-15
HP	E-MSM422	J9358B	SG0509K11	Room 104	2.0-1-03	D1.06-1-11
HP	E-MSM422	J9358B	SG1049K03	Room 112	2.0-1-16	D1.07-1-01
HP	E-MSM422	J9358B	SG1049KO	Staff	3.0-1-15	D1.08-1-07
HP	E-MSM422	J935BB	SG1049K03	Cafeteria	4.0-1-13	D13.0-1-04

Contractor Required Pricing Format

1.6	E-Rate Eligible Cost: Material and Labor	45 pts.
-----	---	---------

Cost Proposals based on the following:

- The Scope of Work identified in this RFP .
- A Bill of Materials, broken down by task as below, **must** be included with cost proposal.
- 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.

**The Fixed Fee Reimbursement for actual material cost is as follows:

“COST PLUS FIXED FEE” – DESCRIPTION AND EXAMPLE

You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149).

All equipment and/or items (not labor) furnished under this contract shall be sold to APS at the cost of the invoice total plus a pre-determined, agreed by both parties, *fixed-fee reimbursement* amount which will allow contractor to cover overhead and G&A expenses plus fee / profit costs. Applicable local taxes also apply. For this contract, a spend benchmark range of \$0.01 to \$25.00 has been established for contractor to derive to such fixed-fee. APS understands that prices of

parts / materials may fluctuate, but this fixed-fee reimbursement amount will remain firm for the duration of the contract.

State, in dollars, your fixed-fee reimbursement amount requested for every (increment of) \$100.00 spent in purchases of parts / materials: **i.e.** \$ 9.00 (for purposes of this example only)

The *fixed-fee reimbursement* amount requested above will be applied to invoices in fixed, incremental, one-hundred dollar ranges. As required, this fixed-fee amount is to be listed on a separate line item of the final invoice to APS. A copy of the original invoice for parts / materials will be required and must be attached to the final contractor’s invoice to APS for compliance . The minimum threshold amount set to apply the fixed-fee reimbursement amount is \$50.01. Materials totaling \$50.00 and under will be billed to APS as a “pass-through” charge with no fixed-fee reimbursement amount added.

For example, a contractor requests a *fixed fee reimbursement* amount of \$9 for the first, and every subsequent, \$100.00 spent on parts / materials. The total cost of an invoice for (parts / materials) purchases made for a particular project is \$362.95. The resulting *fixed-fee reimbursement* amount would be \$36.00 (listed on a separate line item of the final invoice to be submitted to APS), applicable tax (7%) \$27.93; the final invoiced amount to APS = \$426.88

Parts / Materials	\$362.95	
<i>Fixed Fee Reimbursement</i>	\$ 36.00	(1 st \$9.00 for \$0.01 to \$100.00; 2 nd \$9.00 for \$100.01 to \$200.00, 3 rd \$9.0 for \$200.01 to \$300.00, 4 th \$9.00 for \$300.01 to \$400.00)
<u>NMGRT (at 7%)</u>	<u>\$ 27.93</u>	
Invoice Total	\$426.88	

State the *fixed-fee reimbursement* amount that you are requesting APS to reimburse (above your cost based on your actual invoices). This will be a blanket *fixed-fee reimbursement* amount to apply to all items furnished under this contract

Materials not provided by APS. State, in dollars, your *fixed-fee reimbursement* amount requested for every (increment of) \$100.00 spent in purchases of parts / materials (see example on page 28). \$ _____

1. Project Tasks – E-Rate / Cost per Cat 6A drop. Est.

Labor Cost	\$ _____
**Actual Material Cost	\$ _____
**Fixed Fee Reimbursement	\$ _____
<u>Total Tasks</u>	<u>\$ _____</u>
Tax	\$ _____

2. Project Tasks – E-Rate / WAP Installation cost per unit. Est.

Labor Cost	\$ _____
**Actual Material Cost	\$ _____
**Fixed Fee Reimbursement	\$ _____
<u>Total Tasks</u>	<u>\$ _____</u>
Tax	\$ _____

3. Project Tasks – E-Rate / Network Switch Installation cost per unit. Est.

Labor Cost	\$ _____
**Actual Material Cost	\$ _____
**Fixed Fee Reimbursement	\$ _____
<u>Total Tasks</u>	<u>\$ _____</u>
Tax	\$ _____

4. Project Tasks – E-Rate / Conduit Pathways- estimated cost. Est.

Labor Cost	\$ _____
**Actual Material Cost	\$ _____
**Fixed Fee Reimbursement	\$ _____
<u>Total Tasks</u>	<u>\$ _____</u>
Tax	\$ _____

5. Project Tasks – E-Rate / 5400s molding per foot.

Labor Cost	\$ _____
**Actual Material Cost	\$ _____
**Fixed Fee Reimbursement	\$ _____
<u>Total Tasks</u>	<u>\$ _____</u>
Tax	\$ _____

The District expects the awarded service provider will provide an Excel version of the Item 21 Attachments in the format approved by USAC and the FCC. Offerors must ensure they provide the current approved Item 21 Attachment from USAC in an excel format that can easily be uploaded into USAC's online system. The approved templates will be available at <http://www.usac.org/sl/tools/forms/471-templates.aspx>.

Signed: _____ **Date:** _____

Printed Name and Title: _____

An authorized representative of the company must sign this Offer,
By signing, you have agreed to all terms and conditions of the Scope or Work herein.
*Note: APS assumes pricing submitted includes all labor and materials.

APPENDIX A
REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM
16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment Appendix 1.

The acknowledgement of receipt form should be signed and returned to the Procurement Manager no later than close of business on 3/1/16; however acknowledge of receipt forms may be accepted after that date but must be received prior to award. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive information regarding all offeror's written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to www.aps.edu/procurement and click on "See Current Bids and RFPs" link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Robert Russell
Senior Buyer
Albuquerque Public Schools
PO Box 25704
Albuquerque, NM 87125
505-878-6123] / Fax number (505) 830-1161
E-mail: [Insert Buyer E-mail address]

APPENDIX B
LETTER OF TRANSMITTAL FORM

16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2

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

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

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of 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.)

APPENDIX C

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.

3. Contractor agrees to advise all employees of the availability of State publically finance health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Signature of Offeror: _____ Date _____

APPENDIX D

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM
16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2**

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) _____

(Attach extra pages if necessary)

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)

APPENDIX E

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2**

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed):

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX F

**TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY**

**16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2**

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, 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 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)aps0101

(Date)

APPENDIX G

**Resident Veterans Preference Certification
16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

Please check one box only

Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate"

"In conjunction with this procurement and the requirements of this business" application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) "

(Date)

*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

APPENDIX H

OFFEROR INFORMATION/SIGNATURE PAGE

**16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TIME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

ALTERNATE CONTACT _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ALTERNATE SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

Title

APPENDIX I
SUBMITTALS CHECK OFF LIST
16-024RR-KM
E-RATE WIRELESS EXPANSION PHASE 2

	Appendix	Form Submitted & Signed Yes/No
1.	Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed)	
2.	Letter of Transmittal Form (Appendix B)	
3.	New Mexico Employees Health Coverage Form (Appendix C)	
4.	Campaign Contribution Disclosure Form (Appendix D)	
5.	Conflict of Interest and Debarment Form (Appendix E)	
6.	Terms and Conditions/Statement of Confidentiality Form (Appendix F)	
7.	Resident Veterans Preference Certification (Appendix G)	
8.	Offeror Information/Signature Page (Appendix H)	
9.	Submittal Check off List (Appendix I)	
10.	Request for Taxpayer Identification Number and Certification (W-9) (Attachment[Enter Appendix Letter])	
11.	Addendum(s) (if applicable) (E-mail replies are unacceptable in this case.)	

Note: Documents must be in a sealed envelope(s)/box(es) with RFP number, company name, address, city state, ZIP code, and the date and time by proposal due date and time.

 Offeror Company Name

 Authorized Printed Name

 Authorized Signature

 Date

DO NOT FORGET TO ADD:

Request for Taxpayer Identification Number and Certification (W-9) Form

(4 PAGES. CAN BE DOWLOADED FROM THE ACCOUNTS PAYABLE WEB SITE,
COPIED, AND ATTACHED TO THE END OF RFP.