



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 21-006 RRR

RFP TITLE: Enterprise Cabling on Demand

NIGP: 06024, 28016, 28024, 28095, 28510, 45092, 72523, 83828

RFP Schedule

Action	Date & Time
RFP Issued	07/20/2020
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	07/31/2020
RFP Due Date and Time	08/11/2020 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry)</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Robert Rodarte, CPPO, CPPB
Phone Number	505-878-6125
E-Mail	Robert.rodarte@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP Submittal

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

<https://vrapp.vendorregistry.com/vendor/register/signup>

Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (8/11/2020). Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Bidders are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.**

RFP Term

Pursuant to NMSA 1978, 13-1-154.1.B. Awarded contracts and all renewals cannot exceed twelve million five hundred dollars (\$12,500,000) over three (3) years and any one purchase order awarded cannot exceed four million dollars (\$4,000,000).

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OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.

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

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum. No verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and received on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. **BY RESPONDING TO THIS RFP, OFFERORS ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS SET FORM IN THIS RFP.**
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS Procurement website shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals. Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum

requirements. Minor deviations to the specifications as listed, may be considered.

The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.

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

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

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.** If you have any questions contact the Buyer listed on the Bid/RFP documents for assistance.

18. **EXTEND SUBMISSION TIME**: APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
27. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.
28. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” shall mean Albuquerque Public Schools (APS)

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

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

“Contractor” shall mean the successful Offeror.

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

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

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

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

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

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

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

“Owner” shall be Albuquerque Public Schools.

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

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

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

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

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from the payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS's obligation to make payments under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **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. And, APS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and APS.
 - B. Termination by APS
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but **SHALL NOT** be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of APS against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. for Convenience

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

9. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror’s fault or negligence, or that of any of the Offeror’s Employees, Agents or Subcontractors. Offeror 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 Offeror’s operation shall be repaired and/or restored to their original condition at the Offeror’s expense.

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

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Workers Compensation and Employees Liability	\$1,000,000

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

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

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

11. **AUDIT:** APS reserves the right to audit the Contractor’s records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice

from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS's access to books and records of such party.

12. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
13. **INDEPENDENT CONTRACTOR:** The Contractor is an Independent Contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
14. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
15. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
16. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** Goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless the delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include ANY testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, indicates to the seller that are goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PAYMENT:** Any invoice received and payment made shall be subject to APS's terms and conditions (NET 30) unless specifically waived by APS in a separate written document and **NOT** this RFP or any response.
25. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA §44-7A-1, et seq. as amended.

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 twenty four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico.
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 (NMSA 1978, §13-1-173).
3. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
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 NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement NMSA 1978, §13-1-176.

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 2 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 29 APS authorized Charter schools. APS has approximately 75,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Interim Superintendent is Scott Elder.

RFP SCHEDULE

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

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of cabling services.

BONDING REQUIREMENTS:

Bid Security (Bond): In accordance with NMSA 1978, §13-1-146, bid security must be submitted with proposal at the amount per statute. Bond must be satisfactory to APS, executed by a surety company authorized to do business in the State of New Mexico. **BONDING FOR THIS RFP: \$25,000.**

Performance and Payment Bonds: In accordance with NMSA 1978, §13-4-18, the successful Offeror, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of one-hundred percent (100%) for any project which exceeds twenty-five thousand dollars (\$25,000.00) or satisfactory evidence that such bonds will be furnished within seven days. Bond must be satisfactory to APS, executed by a surety company authorized to do business in the State of New Mexico.

Offerors shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit. Additionally, the Owner will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. **THE COST OF ALL BONDING WILL BE PAID BY THE OFFEROR AND WILL NOT BE PAID BY THE OWNER.** These costs are to be included in the Offeror's price proposal.

SUBCONTRACTOR(S) NOT APPLICABLE FOR THIS RFP:

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

Subcontractor Bonds: Pursuant to NMSA 1978, §13-4-37, it is the responsibility of each Subcontractor submitting a bid to a Contractor to be prepared to submit a faithful performance and payment bond. Pursuant to NMSA 1978, §13-1-148.1, a Subcontractor shall provide a performance and payment bond on a public works building project if the Subcontractor's contract for work to be performed on a project in one hundred twenty five or more.

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

SUBSTITUTION OF SUB-CONTRACTORS: A bid submitted by a Registered Prime Contractor wishing to substitute a Subcontractor must be in compliance with NMSA 1978, §13-4-36.

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

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

CODES, FEES, AND PERMITS: All work shall be executed in accordance with the current State of New Mexico Code, local and state ordinances, and regulations governing the particular class of work involved. The Contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The Contractor shall be reimbursed by APS for these permit fees only. No markup will be allowed on permit reimbursement. Actual copies of the permit charges **MUST** be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no mark up. In the event of a conflict between the various codes and standards, the more stringent shall govern.

SAFETY: The Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The Contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The Contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, losses, liability, and expenses resulting from any alleged violations of said regulations including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The Contractor also shall be responsible for damage to persons or property that occurs as a result of the Contractor's fault or negligence, or that of the Contractor's employees and/or agents, in connection with this contract.

WARRANTY: The Contractor shall warranty its work for new materials and workmanship furnished and performed under the awarded contract for a period of one (1) year minimum from the date of acceptance. The Contractor shall warranty its work for repairs and related work for ninety (90) days from the date of acceptance of repairs or restoration. Manufacturer cabling warranties 30 years.

SUPERVISION: The work shall be performed under the direction of a qualified Bicsi RCDD / Bicsi Technician / NM Licensed foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. The cost of such a foreman will be considered as a part of the Contractor's overhead and may not be billed as a separate charge. If the foreman actually works on the site as a crew member **AND** has the authority to hire and fire personnel, his/her hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately. Contract minimum requirement 2 RCDD's.

PROTECTION OF ADJACENT SURFACES: The Contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage. Contractor shall repair promptly any such damage at Contractor's own expense and to the satisfaction of APS.

Utility spotting requires a twenty-four (24) hour notice. This may be obtained by calling M&O at (55)765-5950.

PROTECTION OF THE WORK: The Contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS Designee.

CLEAN-UP: The Contractor shall keep the site reasonably clean and neat during the execution of the work, and shall remove accumulations of debris at the end of each day. OSHA Requirement.

All materials, associated debris, and surrounding areas must be cleaned prior to final acceptance of performed work.

INSPECTIONS: As applicable, Contractor shall contact APS IT Project Manager, or Designee, when work is ready for inspection. Payment is contingent upon passing any inspection / as-builts / warranties. APS IT will not reimburse the contractor for work/materials needed to remedy “no pass” work.

APS IT may inspect projects at any time with or without prior notification to the Contractor. APS IT shall have the right to observe all network infrastructure / AV / Pathway installations before it is covered. Should any work be covered contrary to request or to any requirement of the contract documents, the APS IT Designee may order it uncovered for observation. The Contractor shall uncover and replace all such work at their own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by APS IT shall promptly be removed, replaced, or corrected as applicable. The cost of this work shall be borne by the On-Call cabling contractor. The On-Call cabling contractor shall notify APS IT twenty-four (24) hours in advance before covering up any Concealed work or conducting test by any authority.

ORDER PLACEMENT: A purchase order will be issued referencing the PA number. **DO NOT** accept telephone/facsimile orders from school/departments without prior approval from the Purchasing Department. APS will **NOT** pay for unauthorized purchases.

WORK ORDERS: Work performed under this contract is subject to strict APS internal controls. The using departments reserve the right to visit any job site while work is in progress. APS will not necessarily advise Contractor prior to these visits.

SCHEDULING: The Contractor shall work with the Department Manager to avoid interference with the instructional program and to protect site occupants by arranging an acceptable work/delivery schedule.

Normal Hours: 7:00 AM – 5:00 PM, Monday through Friday.

After Hours & Weekends: 5:00 PM – 11:59 PM Monday through Friday; 12:00 AM Saturday – 6:

Holidays: Per APS District Calendar

COMPLETION: Completion times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of APS IT.

On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved, and on completion of the work, the final certificates of approval shall be obtained by the Contractor and delivered to APS IT

REQUESTS FOR WORK:

- a) **Estimates** – Estimates are to be prepared at no additional charge to APS IT for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days. All estimates must include the APS IT awarded contract number.
- b) **Routine Requests** – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The Contractor shall be able to respond to multiple routine requests at any one time.
- c) **Emergency Requests** – The Contractor shall be able to provide service twenty-four (24) hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS IT Designee. APS IT may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.

MATERIALS SUPPLY AND QUALITY: Contractor shall maintain at all times (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). All materials shall be of equal or greater quality as compared to the original. Any manufacturer's data supplied with the materials shall be submitted to the APS IT Project Manager, or Designee. All materials shall be new, unused, and in perfect condition. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the APS IT Project Manager.

PROCUREMENT OF OTHER MATERIALS: APS IT reserves the right to procure any materials through normal procurement channels and to furnish such materials to Contractor for installation. Materials, so procured shall not be marked up by the Contractor in any manner.

Installation shall be in strict accordance with the recommendations of the Manufacturer or as may be required by NEC code / Bicsi standards. If such recommendations conflict with plans and specifications, the Contractor shall report such conflicts to APS IT. Changes shall be made as mutually agreed or necessary.

SPECIALIZED EQUIPMENT: Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the Contractor is required to establish the pricing which will apply. Contractor must identify the charges that will apply for all items, indicate pass-through Contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable; this will include rental equipment. If an item is not priced, it will be assumed to be included in the Contractor's overhead. Equipment will be added or deleted at the time of contract renewal or upon request by APS IT. **(PLEASE NOTE:** Rental test equipment, small tools, tape, miscellaneous screws and similar small items are to be in the Contractor's overhead).

PROCEDURES: Itemized invoices clearly referencing appropriate RFP pricing item number, pricing agreement and work order number, shall be submitted in duplicate to the requesting department. Copies of the cover sheet, work order, actual reimbursable invoices, and technician labor breakdown shall be attached to the invoice to substantiate charges for auditor tracking purposes. Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records. Upon request or when changes to staffing occur, a list of technicians and their pay rate shall be submitted to APS IT Department for invoice processing and compliance. **INVOICES MUST BE SUBMITTED WEEKLY AND NO LATER THAN 30 DAYS AFTER WORK ORDER COMPLETION. INVOICES REQUIRING CORRECTIONS MUST BE RETURNED FOR PROCESSING WITHIN 10 DAYS OF RECEIPT. FAILURE TO DO SO CAN RESULT IN SUSPENSION OF FUTURE WORK ASSIGNMENTS.**

Contractor must be prepared to submit detailed invoices for proof of contract compliance. Material lists which itemize category, discount and list price at time of job or stock order are required. Bucket trucks and similar items must also be itemized by the hour or billing increment.

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

AWARDED PRICING AGREEMENTS: Upon award, APS Procurement will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed.

PROMOTIONAL GIFTS AND ACTIVITIES: APS Policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contest or other promotional. /advertising activities with vendors or potential vendors in connection with a procurement action.

VI. TECHNICAL SPECIFICATIONS

A. GENERAL REQUIREMENTS

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

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

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

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

Listing of Reference Documents:

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

3. Licensing and Personnel Qualifications: Licensing and Personnel Qualifications: Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements, including at least one New Mexico Licensee - EE98. Actual work is to be performed only by workmen properly licensed and skilled in applicable trade. No one under age 18 is to be employed on any APS project. Contractor must have two (2) BICSI Registered Communication Distribution Designer (RCDD) on the local payroll as a full-time employee. The contractor exclusive Point-of-Contact for APS from will be their RCDD(s). Contractors are not permitted to borrow, lease, sub-contract, form partnerships or establish retainers with any individuals or with other companies in order to fulfill the licensing and qualifications of this contract. Value-add preferences will be considered for contractors with Aruba certifications, RCDD/Specialty certifications, such as Network Transport Specialist (NTS), Wireless Design (WD) or Outside Plant (OSP). Note: In the event that you should lose a RCDD and only have one on staff it will be required to notify APS IT Enterprise Cabling Division immediately. The contractor will not be able to quote new work but will be allowed to complete any existing work. Contractors must use Journeymen installers who have and maintain BICSI Technician certifications or Apprentice installers with a minimum of 6 months experience with a BICSI Installer Lever 1 certifications at all APS job sites. Contractors must maintain current manufacture certifications. Successful contractors are required to establish and maintain a local office with sufficient and qualified personnel to support this contract.

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

5. Supervision: The work shall be performed under the direction of a qualified project manager experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and shall normally be present on the site during the execution of the work. The cost of such a project manager will be considered as a part of the contractor's overhead and may not be billed as a separate charge. If the project manager should perform actual work at the site, contractor may bill at the appropriate job classification for the hours worked.

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

7. Project Procedures: The contractor is required to coordinate these projects with all applicable APS IT Departments defined as Enterprise Cabling Division (ECD), Facilities, Design & Construction (FD/C), Maintenance & Operations (M&O), in addition to Site Administrators and Site Technology Coordinators. Funding may be available from a variety of APS accounts, but is limited. Contractor may be contacted directly by a department, school or an APS employee for work to be done. At this point, the contractor is not to proceed

without contacting ECD – Enterprise Cabling Division. Enterprise Cabling Division will provide a Designee to serve as the Point of Contact (POC) between the APS entity and the contractor. The Designee will define the Scope of Work for the project and must approve all quotes prior to requisition submittals. Final inspections will be made by Enterprise Cabling Division and the Technology Infrastructure Coordinator; and in coordination with Facilities, Design and Construction and/or Maintenance & Operations on new construction, renovations and modernization projects. Upon completion of a project, contractor shall promptly notify the Enterprise cabling Division and deliver As-Builts within 10 working days.

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

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

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

- Executive IT Director – Lucas Gutierrez (Interim)
- Assistant IT Director of Infrastructure – Demetrius Brandon
- Manager of Enterprise Cabling Division – Tony Otero, RCDD/EE98j
- Director of Facilities, Design and Construction – Karen Alarid
- Procurement Construction Buyer - Robert Rodarte
- Director of Maintenance and Operations - John Dufay

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

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

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

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

- **Required Test Equipment** - Contractor shall own Cable Testers and Analyzers, Network Testers (Fluke or Wirescope), power source and light meter, Visual Fault Locators and an OTDR.
- If a **major malfunction** of the equipment occurs (when the entire system is inoperative), the contractor shall respond onsite to the customer within four (4) hours from the time the contractor first receives the

customer's request for maintenance and will complete such repairs within 48 hours. The contractor shall be able to respond to multiple major malfunction calls at any one time. Overtime hours must receive prior approval from APS designee.

- If a **minor malfunction** occurs, the contractor shall respond to the customer during normal working hours within 24 hours from the time the contractor first receives the customer's request for maintenance and shall complete such repairs within 48 hours. The contractor shall be able to respond to multiple minor malfunction calls at any one time. Procedures defined under this Paragraph 4 are applicable.
- **Emergency Requests** - Contractor will be expected to respond immediately to a request for work to be performed. APS Network Services shall arrange access to buildings.

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

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

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

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

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

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

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

18. Final Acceptance: The contractor shall notify the Enterprise Cabling Division when each project is complete, whereas arrangements will be scheduled for a prompt inspection by appropriate APS personnel or representative who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed. Final acceptance also includes receipt of As-Builts, Cabling Certifications

and all other such final documents. A Data Communications representative, a contractors' representative, the M&O Technology Infrastructure Coordinator and the APS Site representative must all sign-off on the Scope of Work as declaration of project completion.

19. Releases of Lien: If applicable, the contractor shall provide unconditional releases of lien from all subcontractors and major material suppliers when submitting his final invoice at the end of each project. When applicable, final invoice for each project shall be accompanied by all required guarantees, operations manuals, as-builts and/or other submittal required by the contract.

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

B. DETAILED REQUIREMENTS

1. Manufacturer Specifications:

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

Connectivity	Cabling – UTP CAT6	Cabling – Fiber	CAT6 Patch Cables
CommScope - Uniprise	CommScope - Uniprise	OCC/Uniprise	CommScope - Uniprise

- **Network Electronics**

Switches	Wireless Components	Routers	Media Converters
Aruba	Aruba	N/A	Aruba

Note: Switches and configurations to be coordinated with the APS Networking Department.
 Network Services Manager: Demetrius Brandon, IT Assistant Director of Enterprise

- **Equipment Racks**

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

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

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

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

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

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

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

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

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

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

7. Horizontal Cabling:

- Contractor shall supply horizontal cables to connect each information outlet to the backbone subsystem on the same floor.
- Unless otherwise noted on the floor plans or within this document, the type of horizontal cables used work location shall be rated Category 6 UTP / Augmented.
- Cable jacket and Wall jacks shall be "Blue" in color.

- The Category 6 UTP / Augmented cables shall be run using a star topology format from Telecommunications Room on each floor to every individual Telecommunication Outlet.
- All cable routes to be approved by project manager prior to installation of the cabling.
- The length of each individual run of horizontal cable from the Telecommunication Closet on each floor to the Telecommunication Outlet shall not exceed 295 ft (90 m).
- Contractor shall observe the bending radius and pulling strength requirements of the Category 6 UTP cable during handling and installation.
- OSP cables required for all wet locations. (Example: Underground conduit feeds)

- Each of cable between the termination block and the information outlet shall be continuous without any joints or splices unless approved by Designee.
- In suspended ceiling and raised floor areas where walker duct, cables trays or conduit are not available, the Contractor shall bundle station wiring with plastic cables ties at appropriate distances. The cable bundling shall be supported via “J” hooks attached to the existing building and framework.
- Plenum cable will be used in all appropriate areas.
- If the interior of walls are not obstructed, the Contractor shall conceal horizontal distribution wiring internally within the walls. If such obstructions exist, Contractor shall secure approval by project manager prior to the use of an alternate method.
- The Category 6 UTP cable shall be Underwriter’s Laboratories (UL) listed type MPR, OSP, MPP, CMR, or CMP as stated later in this section.
- Contractor shall provide project manager with detailed cable run diagrams for cable runs within raised floor detailing exact locations of cable for review and approval by project manager after coordination with other contractors, architect or design professional and general contractor.
- Conduit runs installed by the contractor shall not exceed 100 feet or contain more than two 90 degree bends without utilizing appropriately sized pull boxes.
- All terminations will comply with ANSI/EIA/TIA 568B Standard
- Infrastructure cabling and Patch Cables Color Scheme: Cables colors for the following uses will be:
 - a. BLUE – Data
 - b. White – Phone /Analog
 - c. Yellow – Wireless
 - d. Green – Security Cameras
 - e. Black – Mechanical
 - f. Purple - Electrical
 - g. Gray – Intercom

8. Patch Cables:

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

9. Backbone Cabling:

- 6 – Strand minimum, tight-buffer Fiber Backbones between Distribution Frames.
- Aerial, OSP Fiber cables shall be made of an indoor/outdoor/plenum rating where transitions are required from buildings.
- Contractor shall supply and install the transmission media and terminating hardware to provide interconnection between the MC and each TR in a star topology.
- All cable routes to be approved by 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 in the conduit. Service Entrances must be recorded as part of the As-Builts for future spotting reference.
- Aerial cable will consist of U/V rated Category Cat 6, or U/V rated fiber optic cable.
- Use self-supporting cable rather than lashed cable if : (1) It is available in the required size, (2) there is no existing strand for voice and data, (3) new cable cannot be lashed to existing cable unless approved by an APS representative, and (4) adequate space exists for growth.
- Aerial connecting hardware and enclosures must be UV and NEMA4 rated.
- All clearances and separations must meet NEC and local codes. NO contractor will install any cable on the roof/s of any APS facilities, or make any roof penetrations unless given written permission by M&O.
- The fiber cable runs will include a 10-foot Service loop at each distribution closet and/or point.

10. Fiber Specifications:

50 micron Multi-mode Fiber

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

62.5 micron Multi-mode Fiber

1 Gigabit bandwidth capacity
220 meters (720') maximum distance
LC type terminations Preferred

Single-mode Fiber

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

11. Wireless Specifications: Wireless access points (WAPS or AP's) shall be planned for and installed per requirements set forth by APS IT department. Wireless shall be deployed in all public areas such as classrooms, conference rooms, study areas, stadiums, open areas adjacent to buildings, etc. BICSI TDMM Requirement / Environmental considerations: when deploying and or designing wireless networks, thoroughly evaluate the environment in which it will be used. This evaluation can be performed through a site survey, and or by complying with wireless standards (Bicsi; TDMM and or the Bicsi Wireless Standards Manual), propagation analysis, or modeling. Materials, objects, local geography, electrical, HVAC units and other EMI / RFI factors in the atmosphere can effect wireless communications. Consider these factors when deploying of the wireless access points. Per Bicsi/EIA/TIA/IEEE/ANSI: factors affecting the behavior of waves: reflection, Refraction, Scattering, diffraction, and or absorption any of the following factors can affect the wireless broadcast and design considerations need to be considered when designing and or when installing the wireless. Design / Installation requirements: Ceiling installation in the center of a class room is APS's standard: other facilities may vary on the placement of the WAPs: examples Gym's, Library's, Auditoriums, Cafeteria's, Etc... WAP locations that are in areas with lay in ceilings will require per code to be self-supported to the ceiling deck and the WAP will be mounted to a T-Bar hanger and centered in the tile in the center of the room and supported to the red iron / I-beams and or trusses. Wall Installations can only be installed If APS IT approves the installation. For specific wireless details contact APS IT Department. (New 2019/ 20 requirement 1 WAP per classroom; 1 Cat6 drop per) coordinate with IT on other wireless installation requirements if higher than 10 feet.

12. Pathways: In suspended ceiling and raised floor areas where duct, cable trays or conduit are not available, the Contractor shall bundle, in bundles of 50 or less, station wiring with cable ties snug, but not deforming the cable geometry. Cable bundles shall be supported via "J" hooks attached to the existing building structure and framework at a maximum of five foot (5') intervals. The contractor shall adhere to the manufacturer's requirements for bending radius and pulling tension of all data cables. Cables shall not be attached to or supported

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

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

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

Part#	Manufacturer w/ Description
TBD	OCC, 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

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

15. Administration

Identification

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

As-Builts Requirements

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

- ES - Site Plan - Details include Telecommunications pathways and spaces; Conduits, pull boxes, underground boxes, sleeves, masts and utility poles.
- TN-DATA, Telecommunications Network Layer - Details physical locations and labeling for network drops, MDF, IDF’s, wireless access points and backbones.
- Labeling compliance with ANSI/EIA/TIA 606A standards and District standards
- Electronic As-Builts will be sent as a complete set which include both the .dwg and .dxf formatted files

16. 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 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.

17. 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.

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

Category 6, UTP / Augmented cables

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

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

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

Fiber Optic Cables

- All multi-mode fiber optic tests will be performed at the 850nm and 1300nm windows in both directions. All single mode fiber optic tests will be performed at the 1300 and 1550nm windows in both directions.

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

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

EVALUATION CRITERIA

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. The Preference does not apply if APS is utilizing federal funds.

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

	Possible Points	Points This RFP
Qualifications Submit company profile; Submit detailed information describing your company's qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company's competence as it relates to the competencies required to perform the requested services.	10	
Experience – Past Performance Submit a minimum of three (3) projects that include detailed information describing your company's past and/or current experience providing services to as requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.	14	
Assigned Personnel to APS – Contract Staffing Submit information regarding your company's staff that will handle or manage all aspects of the awarded contract with APS. Include roles, responsibilities, staff resumes and organizational chart; this includes administrative roles.	12	
Management Plan Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work. Include detailed services that will be provided, timelines, milestones, deliverables, etc. as applicable.	12	
Health & Safety Plan Provide a summary description of the Contractor's Health and Safety management system. (One copy only of the full Contractor's written Safety Plan)	12	
Pricing Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work.	40	
Total Possible Points	100	
Interview (if needed)	50	
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 State of New Mexico Taxation & Revenue Department.	5	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. <ul style="list-style-type: none"> 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	10	
Total Possible Awarded Points	100-160	

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

Note: FAILURE to adequately address and meet the evaluation criteria may be cause for the proposal to be deemed non-responsive by the Buyer.

SUBMITTAL REQUIREMENTS

ATTENTION:

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



<https://vrapp.vendorregistry.com/Vendor/Register/Signup>

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

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (8/11/2020/3:00PM MST). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.**

If you have any questions contact the Buyer listed on the Bid/RFP documents for assistance.

PROPOSAL – DETAILED REQUIREMENTS

1. Proposal Format

Proposals shall not exceed 40 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal and Required Forms do not count towards page count. **Note: The required full copy of the Contractors Safety Policies and Plan doesn't count toward 40 page count.**

- Section 1 – Letter of Transmittal
- Section 2 – Qualifications
- Section 3 – Experience – Past Performance
- Section 4 – Assigned Personnel – Contract Staffing
- Section 5 – Management Plan – Approach/Methodology
- Section 6 – Health and Safety
- Section 7- Pricing
- Section 8– Required Forms

Additional Information:

Section 6 – HEALTH AND SAFETY

Provide the following information:

- a. Provide a summary description of the Contractor’s Health and Safety management system. (One copy of the full Contractor’s written Safety Plan)
- b. Identify the competent person responsible for, and capable of, implementing the safety and health program/plan.
- c. Address project specific health and safety risks that have been identified by the RFP and additional risks that the Offeror’s team has identified. Describe processes to minimize risk and to ensure that health and safety issues are clearly communicated with the Contractors, Subs, and the Owner.

Detailed Scoring Guidelines for “Health and Safety” criterion:

1. Summary Description of Health and Safety Plan	1.0
2. One Full Copy of Written Safety Plan	3.0
3. Identify Safety Coordinator Qualifications	1.0
4. Recordable Incident Rate for Past Calendar Year OSHA 300 Log	2.0
5. Describe Processes to Clearly Communicate Health/Safety Issues	2.0
6. Experience Modification Rate Past 5 Years (Equal to, or Better Than Average)	1.0
7. Free of Committing Serious/Willful Violations of Federal/State Safety Laws	2.0
Total Possible Points	12.0

Section 7- Pricing

PRICE PROPOSAL –DETAILED REQUIREMENTS

PRICE PROPOSAL FORM:

- 1. Before submitting a proposal, each Offeror shall carefully examine the RFP; and shall include in the proposal the cost of all items required by the RFP.
- 2. Price Proposal Form
- 3. Labor Pricing
- 4. Labor Rates - Provide forms requesting labor rates that are fully loaded with administrative, overhead and profit costs.
- 5. Statement of Specialized Equipment

SECTION - 8

A. BID BOND (APPLICABLE): In accordance with NMSA 1978, §13-1-146, bid security must be submitted with proposal at the amount per statute. **REQUIRED FOR THIS RFP: \$25,000.**

B. NOTARIZED DECLARATION LETTER FROM SURETY: The Offeror will provide, with the price proposal, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain a Performance Bond, and a Labor and Materials Payment Bonds if required for assigned job.

C. OFFEROR'S CONTRACTOR'S LICENSE(S)

D. CERTIFICATE OF INSURANCE: Offeror shall provide a Certificate of Insurance that meets the requirements listed in RFP.

E: NEW MEXICO RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:

1. To receive a Resident Business Preference, a Business or Contractor shall submit with its proposal a copy of a valid Resident Business Certificate or valid Resident Contractor Certificate issued by the NM Taxation and Revenue Department.
2. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
3. 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.

Obtain more information:

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

and

F. SIGNED CAMPAIGN CONTRIBUTION DISCLOSURE FORM

G. SIGNED CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

H. SIGNED STATEMENT OF CONFIDENTIALITY

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM

Submit with your proposal

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

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

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

Name	
Title	
E-Mail Address	
Telephone/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 one (1) above, I accept the Terms and Conditions governing the Procurement and the fixed fee table included in this RFP.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



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

PRICE PROPOSAL FORM

OFFEROR'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

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

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

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

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

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

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

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

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

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

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Email: _____

Affix Corporate Seal if proposal is by Corporation)

LABOR PRICING

Contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated in the pages following throughout the time period of this contract.

NOTE: Complete labor quotations for all job classifications to be utilize during the life of the contract to ensure that APS is charged for the actual needed job level(s). Evaluation will be based on comparison and verification of submitted information.

Shift work defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shift between 3:30 PM and Midnight in order to complete a project during hours that the school is not normally open. In this event, hourly rates will be charged as indicated under “shift differential” on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the APS Project Manager or designee. Define in the provided space, your company’s policy on overtime payment (over 40 hours, over 8 hours, etc.)

If your firm has an apprenticeship program, discuss the program you have. Said program must be registered with the State of New Mexico. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and bill at the quoted rates.

The primary trades and uses for this proposal are referenced in the pricing section. Offerors must submit labor pricing for in order to allow for cost analysis to be performed. Omission of any of the classifications will constitute a non-responsive offer.

LABOR RATES

These rates should be fully loaded to include administration, overhead and profit.

Position	Hours	Hourly Rate
(A)Journeyman	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	
(B)Apprentice	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	
©Laborer	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	

Specialized Equipment: Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the Contractor is required to establish the pricing which will apply. Contractor must identify the charges that will apply for all items, indicate pass-through Contractor's cost, discount from list, no charge, fixed fee, cost plus or an hourly rate as may be applicable. If an item is not priced, it will be assumed to be included in the Contractor's overhead. Listed equipment shall not exceed prevailing rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. **(PLEASE NOTE:** that small tools, tape, miscellaneous screws and similar small items are to be in the Contractor's overhead.)

STATEMENT OF SPECIALIZED EQUIPMENT

EQUIPMENT	HOURLY	DAILY	WEEKLY	MONTHLY
Trencher				
Concrete Saw				
Scaffolding				
Portable Generators				
Portable Compressor				
Bobcat				
Post Hold Diggers				
Back Hoe				
Compressor				
Diamond Blade				
Bucket Truck				
Crane				

Please add any additional equipment in the remaining space on this form.

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

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

Signature Date

Title (position) Offeror Business Name



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

CONFLICT OF INTEREST

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

YES Initials of Authorized Representative of vendor _____

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

INITIA

SIGN
HERE

ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

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

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



Signature

Title

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items.

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

- Letter of Transmittal **SIGNED**
- Evaluation Criteria Documentation
- Price Proposal Form
- Labor Pricing
- Labor Rates
- Statement of Specialized Equipment
- Contractor License
- Bid Bond- REQUIRED \$25,000
- Surety letter
- Certificate of Insurance
- Subcontractor Listing –NOT Required FOR THIS RFP
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate – if applicable

Obtain more information:

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

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

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