



PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 18-028 RR

RFP TITLE: UNINTERRUPTED POWER SUPPLY (UPS) BATTERY BACKUP SYSTEM WITH EXTERNAL BATTERY PACK

RFP Schedule

Action	Date & Time
RFP Issued	12/15/2017
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions (Submitted to Buyer Only)	12/25/2017 @ 5:00pm (local time)
RFP Due Date and Time	01/23/2018 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted.</i>	
APS Procurement Department Bid Clock is the official submission time on all bids and	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Robert Russell
Phone Number	505/878-6123
E-Mail	Russell_R@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.	

RFP Submittal Location

Physical Address (NO USPS MAIL) (*for walk-in delivery or carrier service (UPS, FedEx, etc.))	US Postal Mail Address allow 10 extra days for delivery
Albuquerque Public Schools Attention: Procurement Dept. 6400 Uptown Blvd NE Suite 500 E Albuquerque, NM 87110	Albuquerque Public Schools Attention: Procurement Dept. City Center Suite 500 E PO Box 25704 Albuquerque, NM 87125-0704
The very outer envelope of your proposal shall be clearly labeled with the following: Proposers' business name, RFP number and RFP title, and opening date & time. Please note: if you put your sealed bid inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well. *Please note: APS does not have a mailbox on site. For US Postal Mail, we can only accept delivery at our P.O. Box. If you send a USPS package or letter to the Physical Address, it will not reach our office.	

RFP Term

One (1) year contract, with the option for four (4) additional one-year extensions, not to exceed a total of 5 (five) years.

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PROPOSER'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.

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 his proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.

Offerors should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP. Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Offerors **MAY NOT** contact other district departments or employees. Any contact with a district department or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this RFP or the resulting contract(s).

Any contact during this RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.

2. **ELECTRONIC BID DOCUMENTS.** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Bidder's possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS shall govern.
3. **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. 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.

Proposer shall submit one (1) original proposal, seven (7) identical copies and one (1) identical electronic copy. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

No Addendum will be issued later than SEVEN (7) 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.

4. **CORRECTIONS.** Corrections shall be initialed in ink by the person 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.

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

5. **PRICE IS ALL INCLUSIVE.** The proposal price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the RFP.

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

6. **BRAND NAMES.** 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.
7. **RFP PRICING DURATION.** Responses, including proposal prices, will be considered firm for one-hundred twenty (120) days after the due date of the proposals.
8. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications 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.

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

9. **PREFERENCES.** Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.
10. **TIMELY SUBMISSIONS.** Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept bids electronically, by fax, or email, as a hardcopy with original signature must be submitted.

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

It is the offeror’s responsibility to ensure the bid arrives before the due date and time. Offerors are cautioned that “late is late”. It is the responsibility of the Offerors to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc. Any and all proposals not received by the Bid submission due date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your bid early.

11. **RFP CANCELLATION OR REJECTION.** 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.

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

12. **RFP OPENING.** Submitted proposals shall not be publicly opened.

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

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

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will 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.

13. **NEGOTIATIONS.** The District reserves the right to discontinue negotiations with any selected Offeror.

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 RFP. Awarded in this context means the final required District signature on the contract(s) resulting from the procurement has been obtained.

14. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

15. **AFTER AWARD.** It is mutually understood and agreed that the successful bidder(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.

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

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, 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

16. **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)

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

“Contractor” shall mean the successful bidder

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

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

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

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the 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.

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

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

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

“Responsible Offeror” shall mean a Bidder 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 bid.

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

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 invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
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 the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.
 - B. Termination by the District
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents.
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, the District may, after giving Contractor ten (10) days written notice, terminate the service of Contractor. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

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

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

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

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

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

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

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

12. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
13. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
14. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools
15. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
17. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

25. **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
26. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of APS.
27. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.

PROTESTS

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).
3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).
4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 19

SCOPE OF WORK

OVERVIEW

The Albuquerque Public Schools (APS) operates one hundred and forty one (141) schools serving approximately 84,000 students within the boundaries of Bernalillo County NM.

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 Proposer(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.

SCOPE OF WORK

Albuquerque Public Schools (APS) Technology department is seeking responses to this request for proposal (RFP) from qualified vendors to provide UPS Battery Backup Systems with one external battery pack for our Telecom/Network MDF sites district wide. This proposal is for product and delivery of 158 Uninterrupted Power Supply (UPS) Battery Backup Systems with 158 external battery packs. This contract will be awarded to one (1) vendor, who will supply 100% of the UPS Battery Backup systems. APS Technology is requiring that all units will be managed from a central interface / system that show the status of all UPS, battery status, load, uptime, room temp, etc. via a centralized Enterprise Management Software system. Installation and training of the Enterprise Management Software is to be included. Note: Installation of UPS systems is NOT required as installation will be conducted by the Telecom team of Albuquerque Public Schools Technology department.

Quantity: The District is seeking an initial purchase of 158 each UPS Battery Backup Systems with 158 external Battery packs for delivery, with the option to order any additional amount(s) as needed.

Warranty: APS is requiring a minimum warranty of 5 years on each UPS and external battery pack units and a minimum of 3 years on all batteries that includes shipping and return of any warranty replacement units, including batteries with advanced replacement. If the warranty is not eligible for E-rate support the cost must be identified as an E-rate ineligible cost.

Delivery: APS Technology Telecom team prefers delivery of 23 UPS systems with 23 external Battery packs per month, UPS system must NOT be shelved or warehoused during deployment as it will affect batteries life – UPS systems should come new on each month’s deployment. Bidder will be responsible for the recycle and disposal of all 158 old UPS units and batteries as they are removed per schedule listed below. Pickup of old UPS’s and batteries will be at 930 Oak St SE. UPS Battery Backup Systems will be installed in different sites within the district by APS Staff , however the awarded vendor will deliver each month to one location Data Center, 930B Oak St SE, Albuquerque, NM 87106, Attn: Brian Thompson.

Delivery Schedule:

1 st	Month:	23	UPS Battery Backup System with External Battery Pack		
2 nd	Month:	23	“	“	“
3 rd	Month:	23	“	“	“
4 th	Month:	23	“	“	“
5 th	Month:	22	“	“	“
6 th	Month:	22	“	“	“
7 th	Month:	22	“	“	“

Customization: Although each site may have different Load requirements, the district has calculated a specific load to be the base line for all sites (see below).

ADDITIONAL INFORMATION:

Requirements:

Line interactive UPS

Input – 120v L5-30P

Output – 1 120v L5-30R, with at least 4 5-15/20R.

Load – A 3000VA UPS with one external Battery pack, up to 2000 watts at a minimum of a 20 to 30 minute run time. Average MDF room load – 1300 to 1700 watts.

Hot swappable batteries.

Rack Mount – 19 Inch mount, with rails for 4 post racks/cabinets.

Must have a front panel Display showing Current health status of UPS – load.

Internal SNMP Network Card:

Enterprise Management Soft Ware for up to 200 UPS systems from a single point.

Room temperature probe - monitoring capabilities.

UPS must come back on line automatically – on start up when utility power returns even when UPS

Batteries have run out from power outage.

To Be As or Equal to: Preferred Type *Line Interactive. Quantity 158

1. Eaton – 5PX3000RTN with battery pack – 5PXEBM72RT – (Line Interactive UPS)
2. APC – SMX3000RMLV2UNC with battery pack – SMX120RMBP2U - (Line Interactive UPS)
3. Xtreme- P80-3000V2-90000529 with battery Pack – BP72 – (Line Interactive UPS)

Load Example:

Below example is load in watts estimates using the Xtreme P90- 3000 UPS, APC and Eaton should be equal or equivalent.

MDF equipment:

Avaya G450 =150 watts

Cisco ME = 150 watts

HP 5800 Fiber Switch = 150 Watts

HP 5130 POE+ x2 = on average = 225 watts

Century Link MOE = 225 watts

Typical approximate load = 1125 watts from above

With Bosch Camera server = 460watts

IP Intercom – 60w

Total approximate load = 1650 watts

UPS Capacity Example:

3000VA UPS with one external Batt Pack

Loads up to 2600Watts with one External Batt pack

2600W – 23 minutes run time

2400W – 26 minutes run time

2200W – 30 minutes run time

2000W – 32 minutes run time

1800W – 37 minutes run time

1600W – 43 minutes run time

1400W – 51 minutes run time

Site Locations:

UPS Battery Backup Systems with external battery packs will be installed by the APS Telecom Team in different sites within the district, but deliveries each month will be made to one location, Data Center, 930B Oak St SE, Albuquerque, NM 87106, Attn: Brian Thompson.

	Admin Sites - MDF	Address	Qty 158 sites
1	City Center	6400 Uptown Blvd NE	
2	Lincoln Building - M&O	915 Locust SE	
3	Building M - M&O	912 Oak st SE	
4	FD&C - M&O	915 Oak st SE	
5	Food Services	800 Louisiana NE	
6	KANW	2020 Coal Ave SE	
7	Montgomery Complex	3315 Louisiana NE	
8	Nusenda Community Stadium	1601 Arroyo Vista Blvd NW	
9	Rankin Complex	720 Rankin Rd NE	
10	Transition / Student Trans	2401 Menaul NE	
11	Transition Services Access	1730 University Blvd SE	
	School Sites - MDF	Address	
12	A. Montoya ES	24 Public School Rd Tijeras	
13	Acoma ES / Public Academy for Performing Arts	11800 Princess Jeanne Ave NE	
14	Adobe Acres ES	1724 Camino Del Valle SW	
15	Alameda ES	412 Alameda Blvd NW	
16	Alamosa ES	6500 Sunset Gardens Rd. SW	
17	Albuquerque HS	800 Odelia Rd NE	
18	Alvarado ES	1100 Solar Rd NW	
19	Apache ES	12800 Copper St NE	
20	Armijo ES	1440 Gatewood Rd SW	
21	Arroyo Del Oso ES	6504 Harper NE	
22	Atrisco ES	1201 Atrisco Rd SW	
23	Atrisco Heritage Academy HS	10800 Dennis Chavez Blvd. SW	
24	Aztec Complex	2611 Eubank Blvd NE	
25	Bandelier ES	3309 Pershing St SE	
26	Barcelona ES	2311 Barcelona Rd SW	
27	Bel-Air ES	4725 Candelaria Rd NE	
28	Bellehaven ES	8701 Princess Jeanne St. NE	
29	Career Enrichment Center	807 Mountain Rd NE	
30	Carlos Rey ES	1215 Cerrillos Rd SW	
31	Chamiza ES	5401 Homestead Circle NW	
32	Chaparral ES	6325 Milne Rd NW	

33	Chaparral NW Diagnostic Ctr	6440 Western Trl NW
34	Chelwood ES	12701 Constitution Ave. NE
35	Cibola HS	1510 Ellison Dr NW
36	Cleveland MS	6910 Natalie Ave. NE
37	Cochiti ES	3100 San Isidro Rd NW
38	Collet Park ES	2100 Morris St NE
39	Comanche ES	3505 Pennsylvania St. NE
40	Coronado ES	601 4th St. SW
41	Corrales ES	200 Target Rd
42	Coyote Willow Family School	7125 Irving Blvd NW
43	Del Norte HS	5323 Montgomery Blvd. NE
44	Dennis Chavez ES	7500 Barstow NE
45	Desert Ridge MS	8400 Barstow NE
46	Desert Willow Family School	3303 Monroe NE
47	Dolores Gonzales ES	900 Atlantic St SW
48	Double Eagle ES	8901 Lowell NE
49	Duranos ES	2436 Zickert Rd NW
50	East San Jose ES	415 Thaxton Ave Se
51	eCademy	5300 Cutler Ave NE
52	Edmund G. Ross ES	6700 Palomas Ne
53	Edward Gonzales ES	554 90Th St SW
54	Eisenhower MS	11001 Camero Rd. Ne
55	Eldorado HS	11300 Montgomery Ne
56	Emerson ES	620 Georgia St Se
57	Ernie Pyle MS	1820 Valdora Dr SW
58	Eubank ES (Janet Kahn)	9717 Indian School Rd Ne
59	Eugene Field ES	700 Edith Blvd. Se
60	Freedom HS	5200 Cutler Ne
61	Garfield MS	3501 Sixth St NW
62	George I. Sanchez CS	4050 118th St SW
63	Georgia O'Keeffe ES	11701 San Victorio Ne
64	Governor Bent ES	5700 Hendrix Rd Ne
65	Grant MS	1111 Easterday Ne
66	Griegos ES	4040 San Isidro NW
67	Harrison MS	3912 Isleta Blvd. SW
68	Hawthorne ES	420 General Somervell St. Ne
69	Hayes MS	1100 Texas St. Ne
70	Helen Cordero ES	554 90Th St SW
71	Highland HS	4700 Coal Ave Se
72	Hodgin ES	3801 Morningside Dr Ne
73	Hoover MS	12015 Tivoli Ne
74	Hubert H. Humphrey ES	9801 Academy Hills Dr. Ne
75	Inez ES	1700 Pennsylvania St Ne
76	Jackson MS	10600 Indian School Rd. Ne
77	James Monroe MS	6100 Paradise Blvd. NW

78	Jefferson MS	712 Girard Blvd. Ne
79	Jimmy E. Carter MS	8901 Bluewater Ne
80	John Adams MS	5401 Glenrio Rd NW
81	John Baker ES	12015 Tivoli St Ne
82	Kennedy MS	721 Tomasita Ne
83	Kirtland ES	3530 Gibson Blvd. Se
84	Kit Carson ES	1921 Byron Ave SW
85	La Cueva HS	7801 Wilshire Ne
86	La Luz ES	225 Griegos Rd NW
87	La Mesa ES	7500 Copper Ave Ne
88	Lavaland ES	501 57Th St NW
89	Lew Wallace ES	513 6Th St NW
90	Longfellow ES	400 Edith Ne
91	Los Padillas ES	2525 Los Padillas Rd SW
92	Los Ranchos ES	7609 Fourth St NW
93	Lowell ES	1700 Sunshine Terrace Se
94	Lowell Office Park SE Diag	1710 Mesa St SE
95	Lyndon B. Johnson MS	6811 Taylor Ranch Dr. NW
96	MacArthur ES	1100 Macarthur NW
97	Madison MS	3501 Moon St. Ne
98	Manzano HS	12200 Lomas Blvd. Ne
99	Manzano Mesa ES	801 Elizabeth St Se
100	Marie M. Hughes ES	5701 Mojave NW
101	Mark Twain ES	6316 Constitution Ave. Ne
102	Mary Ann Binford ES	1400 Corriz SW
103	Matheson Park ES	10809 Lexington St Ne
104	McCollum ES	10900 San Jacinto Ne
105	McKinley MS	4500 Comanche Rd Ne
106	Mission Ave ES	725 Mission Ave Ne
107	Mitchell ES	10121 Comanche Rd. Ne
108	Monte Vista ES	3211 Monte Vista Blvd. Ne
109	Montessori of the Rio Grande	1650 Gabaldon Dr NW
110	Montezuma ES	1616 Richmond Dr Ne
111	Mountain View ES	5317 Second St SW
112	Navajo ES	2936 Hughes Rd SW
113	New Futures HS	5400 Cutler Ne
114	Nex Gen Academy	5323 Montgomery Ne
115	North Star ES	9301 Ventura St Ne
116	NW K-8 School (Planned)	9601 Tierra Pintada Blvd NW
117	Ocate ES	12415 Brentwood Hills Ne
118	Osuna ES	4715 Moon St Ne
119	Painted Sky ES	8101 Gavin Dr. NW
120	Pajarito ES	2701 Don Felipe SW
121	Petroglyph ES	5100 Marna Lynn Ave. NW
122	Polk MS	2220 Raymac Rd SW

123	Reginald Chavez ES	2700 Mountain Rd NW
124	RFK Charter HS	4300 Blake Rd SW
125	RFK Charter MS	1021 Isleta Blvd SW
126	Rio Grande HS	2300 Arenal Rd SW
127	Roosevelt MS	11799 State HSWay 14S
128	Rudolfo Anaya ES	2800 Vermejo Park Dr. SW
129	S. Y. Jackson ES	4720 Cairo Dr Ne
130	San Antonito ES	12555 North Hwy. 14
131	Sandia Base ES	21001 Wyoming SE
132	Sandia HS	7801 Candelaria Ne
133	School on Wheels South Valley	129 Hartline SW
134	School on Wheels Western Trails	6400 Western Trails NW
135	Seven Bar ES	4501 Seven Bar Loop NW
136	Sierra Vista ES	10220 Paseo Del Norte NW
137	Sombra Del Monte ES	9110 Shoshone Rd Ne
138	South Valley Academy HS	3426 Blake SW
139	Sunset View ES	6100 Paradise View
140	Susie R. Marmon ES	6401 Iliff Rd NW
141	Taft MS	620 Schulte Rd NW
142	Taylor MS	8200 Guadalupe Trail NW
143	Tierra Antigua ES	8121 Rainbow Blvd. NW
144	Tomasita ES	701 Tomasita St Ne
145	Tony Hillerman MS	8101 Rainbow Blvd. NW
146	Truman MS	9400 Benavides Rd SW
147	Valle Vista ES	1700 Mae Ave SW
148	Valley HS	1505 Candelaria Rd. NW
149	Van Buren MS	700 Louisiana Se
150	Ventana Ranch ES	6801 Ventana Village Rd NW
151	Volcano Vista HS	8100 Rainbow Blvd. NW
152	Washington MS	1101 Park SW
153	West Mesa HS	6701 Fortuna Rd. NW
154	Wherry ES	25000 E Kirtland Afb
155	Whittier ES	1110 Quincy St Se
156	Wilson MS	1138 Cardenas Dr Se
157	Zia ES	440 Jefferson St. Ne
158	Zuni ES	6300 Claremont Ave Ne

EVALUATION CRITERIA

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. **Note: FAILURE** to adequately address and meet the requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

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

	Possible Points	Points This RFP
Technical Standards: Provide information on items offered. Where a brand-name or equal Specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes and “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.	15	
Warranty: Provide information on product warranty and procedures to follow if warranty claim is required.	15	
Delivery: Outline turnaround time after receipt of order, shipping cost, & how your company will comply with monthly deployment of UPS Battery Backup Systems outlined in the Scope of Work.	15	
Cost: Outline pricing per unit for each UPS Battery Backup System proposed. Provide pricing for “add-on” and other items separately. Submit the completed pricing form contained within on page 26.	20	
E-rate Eligible Cost: Material and Labor: All proposals must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible the vendor must clearly identify the E-rate eligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.	25	
E-rate Ineligible Cost: Material and Labor: All proposals must clearly identify the E-rate ineligible cost associated with a given product or service. If a product or service is partially ineligible, the vendor must clearly identify the E-rate ineligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.	10	
Total Possible Points	100	

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

SUBMITTAL REQUIREMENTS

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

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

Your response shall not exceed thirty (30) single sided pages. The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

Proposal shall include:

- 1. Letter of transmittal- see attachment**
- 2. Technical Standards:** Provide Information on items offered. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications. Specification Sheets should be provided for or equal electronics offered.
- 3. Warranty:** Provide information on product warranty and procedures to follow if warranty claim is required.
- 4. Delivery:** Outline turnaround time after receipt of orders, shipping cost, and how your company will comply with monthly deployment of UPS Battery Backup Systems outlined in the Scope of Work.
- 5. Cost:** outline pricing per unit for each UPS Battery Backup System proposed. Provide pricing for “add-on” and other items separately. Submit the completed pricing form contained within on page 26.
- 6. E-Rate Eligible Cost, Material and Labor:** All proposals must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible, the vendor must clearly identify the E-rate eligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.
- 7. E-Rate Ineligible Cost, Material and Labor:** All proposals must clearly identify the E-rate ineligible cost associated with a given product or service. If a product or service is partially ineligible, the vendor must clearly identify the E-rate ineligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.
- 8. Attachments: All documents should be signed:** Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form,
Acknowledgement of Addendums.

PROPOSAL 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.**

- The following RFP information is clearly labeled on the **very outer envelope** (please note: if you put your sealed proposal inside of a FedEx, UPS, etc. envelope, all of this information must be written on that outer envelope as well) of your sealed proposal:
 - ┆ **Offeror's Business Name** (not an individual's name)
 - ┆ Bid Number & Title: **18-028RR Uninterrupted Power Supply (UPS) Battery Backup System**
 - ┆ Opening Date & Time: **00/00/2017 3:00 PM MST**
 - ┆ Proper Delivery Address (see cover page)
- Letter of transmittal **SIGNED**
- Completed Conflict of Interest and Debarment/Suspension Form **SIGNED**
- Campaign Contributions Disclosure Form **SIGNED**
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

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

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.
- 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.)

PRICING FORMS

(Submit with your proposal.)

DESCRIPTION	PART#	MFR	QTY	UOM	Unit Cost	Extended Cost	E-Rate Eligibility
Uninterrupted Power Supply (UPS) Battery Back Up System			158	Each			
Warranty Extended minimum (5 Years)			1	Lot			
External Battery Packs			158	Each			
Warranty Extended minimum (3 Years)			1	Lot			
Enterprise Management Software			1	Each			
Installation and Training of Enterprise Management Software			1	Each			
					Total Cost		

Additional Questions:

1. How do I make a warranty claim?

2. Does your warranty include shipping and return of any warranty replacement units and batteries?

3. Does the warranty include the batteries (100% or pro-rata)? _____

4. What is the response time under warranty? _____

5. What is the fix policy? (On-site, Swap out, or return to base?) _____

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)

– OR –

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

Signature Date

Title (position) Offeror Business Name



CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

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.

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

Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____



**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