



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 19-063 RR

RFP TITLE: VoIP TELEPHONE SYSTEMS

RFP Schedule

Action	Date & Time
RFP Issued	05/08/2019
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	05/18/2019 @ 5:00pm (local time)
RFP Due Date and Time	06/11/2019 @ 2:00pm (local time)
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 imprint from the APS Procurement bid clock.	
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
<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 Location

Physical Address (No USPS Mail*) For Walk-in Delivery or Carrier Service (UPS, FedEx, etc.)	USPS Mailing Address Allow 5 additional business days for APS internal delivery
Albuquerque Public Schools ATTN: Procurement Department 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87110	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87124-0704

Ensure that the following RFP information is clearly labeled on the **sealed package** containing the RFP submission. **Please note: if the sealed proposal is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed bid:**

- Offeror's **Business** Name (not an individual's name)
- RFP Number & Title
- RFP Due Date & Time

***APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.**

RFP Term

Albuquerque Public Schools reserves the right to enter into eight (8) year contract with the awarded Offeror(s).

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OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.
Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.
Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.
Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

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

12. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
13. **BRAND NAMES:** 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. Time is subject to Mountain Standard Time. Albuquerque Public Schools does not accept proposals electronically, by fax, or email. **A hardcopy with an original signature MUST be submitted.**

It is the Offeror’s responsibility to ensure the proposal 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 such as, traffic, weather, parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc. Any and all proposals not received by the proposal submission due date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery service is late or at fault. It is recommended to send your proposal early.

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.

18. **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.
19. **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.

20. **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.
21. **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.
22. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
23. **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.
24. **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.
25. **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.
26. **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.
27. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.
“**Agency**” shall mean Albuquerque Public Schools (APS)
“**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.
“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.
“**Contractor**” shall mean the successful Offeror.
“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
“**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.
“**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendation.
“**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
“**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.
“**Offer**” – the term means “proposal”, “solution”, means all documents submitted to APS responding to RFP.

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

“Owner” shall be Albuquerque Public Schools.

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

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

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

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

TERMS AND CONDITIONS

1. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
9. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and APS.
 - B. Termination by APS
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of APS against Contractor then existing or which may thereafter

accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. For Convenience

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

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

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

13. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
26. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of APS.

PROTESTS

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

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 2 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 29 APS authorized Charter schools. APS has approximately 81,000 students and 12,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Raquel Reedy.

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 VoIP Telephone Systems.

Scope of Work

This is an indefinite quantity time and materials and maintenance contract, supplemental to work done by APS telephone technicians, and will be primarily used for maintenance and installation, replacement and repair of Voice Telecommunications equipment in existing and new buildings.

The Executive Director of the Technology department is the owner requiring the work. However, each department, school, or charter school may require VoIP Telephone Systems projects as needed, the authorization to commence work must come from the Executive Director of Technology, or designee only.

Successful Contractor Must possess, verifiably, all Licenses and Certifications and meet all Requirements listed below (check all that apply for your company at the time of submittal of proposal):
The Contractor shall be a New Mexico licensed Contractor in good standing
Avaya Authorized Platinum Partner/Avaya Certified Dealer, authorized by Avaya to provide products and services in the State of New Mexico
Solution Expert Specializations in: A. Enterprise Unified Communications B. Enterprise Contact Center C. Mid-Market Unified Communications D. Mid-Market Contact Center E. Data Networking, and Video
Avaya Support Select Designation: A. Enterprise Unified Communications Support Select B. Enterprise Contact Center Support Select C. Mid-Market Unified Communications Support Select D. Mid-Market Contact Center Support Select.
Must be able to offer Avaya Design services

- As an Avaya-authorized partner, Contractor must be authorized to provide, in the State of New Mexico
- A. Procure product and services from Avaya or Distributors (as approved) for resale to end users;
 - B. Extend Avaya and ESNA software licenses and factory warranties to end users;
 - C. Obtain technical support services from Avaya and ESNA;
 - D. Obtain and license Avaya and ESNA Software Upgrades to end users;
 - E. Access Avaya and ESNA engineering, system configuration, pricing tools, and training courses (sales, technical, installation, and maintenance); and

Technical Specifications and Other Considerations

In preparation of proposals, Offerors are encouraged to present “other processes, solutions, and/or guidelines” to address the minimum types of key services and elements described in the Scope of Work for VoIP Telephone Systems-related projects as needed by the district.

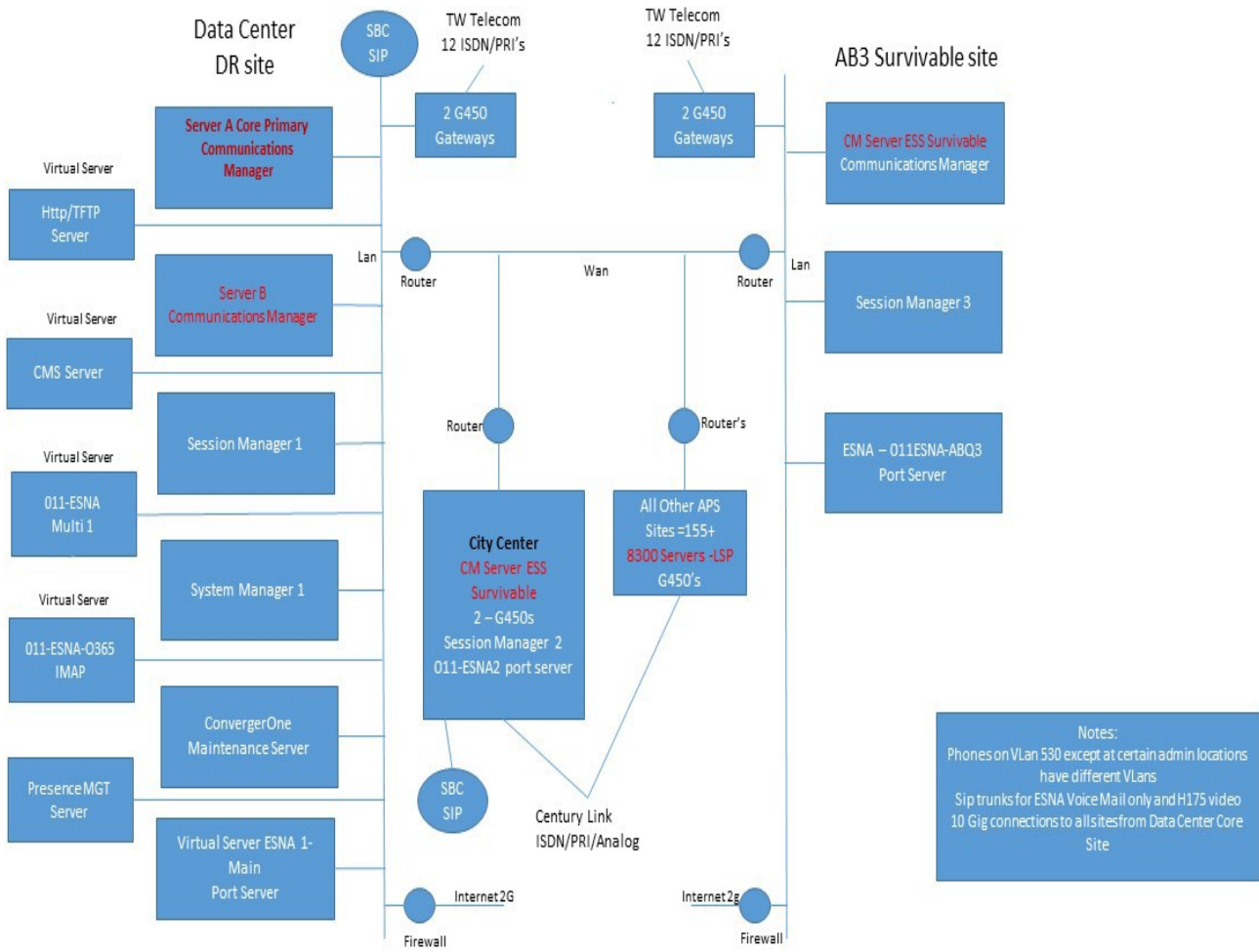
The District and the Office of the Technology department perceive that the VoIP Telephone Systems services include, but not be limited to, the usual and necessary telephony services, advice, and assistance in connection with the hardware, software and licensing, and assistance in the following areas:

This contract shall be for our existing Avaya Aura Telephone system, hardware, software and licensing, that includes, but is not limited to, Communication Manager Servers, voice gateways, System Manager Server, Session Manager Servers, Session Initiation Protocol (SIP) support, Presence Management Server, CMS Server, VoIP phone sets and our ESNA Voicemail system servers and ongoing software and licensing updates. Including system features such as Unified Communications, Video, Contact Center, ACD, ARS, E911, ISDN, including all Avaya and ESNA features. If an extraordinary purchase / project is ever required and this is not covered by the approved fee schedule, APS reserves the right to negotiate a fair and reasonable fee for that particular purchase / project with the selected Contractor. Upon request, Contractor shall supply a turnkey operation, including project management, Avaya certified engineers on above systems, user training, warranties, and documentation, technical support for APS Telecom technicians, and equipment and materials in accordance with APS.

Contractor will furnish on request all labor, materials, and equipment necessary to accomplish the work for all adds moves and changes. It may also occur that APS will provide labor only to Owner (APS)-furnished installations. Contractor should also note that historically, APS expends considerable effort to maintain compliance with code and to update existing facilities. Adequate network cabling and electrical will be done in coordination with APS Enterprise Cabling Department and Maintenance & Operations` Mechanical Department. Contractor must have and support spare parts local for catastrophic outages in order to commit to a 2 hour minimum response time on catastrophic outages. .Contractor must offer at a minimum, a one year warranty on all parts sold.

Albuquerque Public School’s Avaya VoIP system - Avaya Aura (Currently at 6.3) consisting of dual CM servers, 1- System Manager server, 1- Session Manager Server, 1 CMS Virtual Server, 1 Presence Management server, 2 G450 Gateway’s, 1 - ESNA admin Server, 1 - ESNA SIP port server at the main Data Center Location. At the survivable site, ABQ 3 - 1 ESS CM server, 1 Session Manager Server and 1 ESNA port server, 2 G450 Gateways, 1- ESNA Port server. At the City Center site, 1 ESS CM server, 2 - G450 Gateway’s. At 157 sites, each has 1 - G450 equipped with an 8300 LSP server, a MM711 analog card, MM710 T1/PRI card. All components are networked consisting of over 12,000 IP phone sets – Avaya Equinox, 1603, 1608, 1616, 9670g, 9641g, 9640, 9608, B175, B179, 32 button BLF/DSS with voice services from Century Link and Level 3 (formerly TW Telecom) comprising of Analog lines, and ISDN/PRI. In the future, APS will incorporate SIP trunking.

APS VoIP System Current 4/2018



General Materials Standards

All equipment shall equal or exceed the minimum requirements of BICSI, NEMA, ASME, ANSI/EIA/TIA and Underwriters Laboratories.

Any specified item of equipment or material shall be the product of one manufacturer throughout the facility. Multiple manufacturers of any one item will not be permitted, unless specifically noted otherwise and approved in writing in advance by the APS Telecom Department.

All material and equipment furnished shall be new and unused and free from defects unless refurbished equipment is requested and approved by APS Telecom Department. Material and equipment shall be clean and free of damage or corrosion, and shall be of the best quality obtainable for the purpose intended.

To support some older telecommunications equipment, APS may require manufacturer's equipment of a model/year that is not available new and unused. This equipment must carry a minimum of a 1-year warranty and be supported by the manufacturer. All materials furnished shall bear the Underwriters Laboratory, Inc. label, provided a standard is established for the material in question.

All materials shall conform strictly to the standards and specifications put forth in this document. Unless otherwise specified, all products furnished shall be designed, built and installed in accordance with the latest and best practice of the industry, and shall conform to the standards of the BICSI, NEMA, ANSI, EIA/TIA, ICEA, IEEE, and NEC, and these specifications wherever they apply.

Contractor shall be authorized to provide refurbished Avaya phones and related equipment with a one year warranty.

Materials Submittals

After receipt of notice to proceed with any given project, and within 30 days of completion, the Contractor shall provide manufacturer's product data that shall include, but is not limited to, illustrations, standard schedules, performance charts, instructions, brochures, and diagrams, and other information furnished to illustrate a product, material or system for some portion of the work within 30 days.

Samples may be requested which shall be physical examples that represent materials, equipment, or workmanship and establish standards by which the work will be judged.

Communication Cabling and Installation Methods

This contract does not include cabling services. The APS Technology Department will be contacted by Contractor if any cabling work is required.

Codes, Regulations, and Standards

All installations shall be in compliance with the requirements of the BICSI, NEC, OSHA, EIA/ TIA recommendations, and the rules, regulations and requirements of the FCC.

All installations shall comply with federal, city, county and state laws, ordinances, regulations, and codes as applicable. The Telecommunications and VoIP Distribution Manufacturing Manual and Network Design Reference Manual (most current editions) will apply.

Except as may be modified by the governing codes and by the Contract Documents, the Contractor will comply with the applicable provisions and recommendations of these BICSI published.

As-Builts

As-builts shall consist of reproducible drawings, diagrams, schedules, and other data specially prepared for the work by the Contractor, manufacturer, supplier, or distributor to illustrate some portion of the work as required. As-builts are to be provided to the Technology Telecom Department and or Facilities Planning & Construction or both, hard copy and electronic media as part of the final deliverable(s) prior to approving any invoicing for payment.

Contractor shall submit As-builts showing detailed plan views and elevations of communications closets showing properly accurately labeled equipment racks and telecommunications and VoIP components installed. Contractor shall provide the manufacturers' instructions and data sheets for installing, connecting, adjusting, and maintaining all equipment.

General Installation Requirements

The locations of after takes, poke-throughs, 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 concentrators, blocks, outlets etc., with precise and definite locations accepted by the Owner (APS) before proceeding with the installation.

Craft personnel 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 (APS) reserves the right to review the tool lists and tool maintenance procedure for the Contractor.

Licensing and Personnel Qualifications

The successful Contractor and sub-Contractors employed by the awarded Contractor performing the work on Avaya equipment for APS must possess Avaya APSS, APDS, ACIS, ACSS, and ACSA certificates as well as current product authorizations for all Avaya equipment. The use of any and all subcontractors must approved by APS Telecom Department prior to commencing work.

The technician performing on all Avaya equipment for APS must possess the current Product Authorization (PA) for the equipment being worked on by that technician.

With your proposal, Contractor must provide all copies of all certifications referenced in this bid, especially all Avaya certifications. Please, include copy of licenses of all employees that will be used in the performance of this contract. You must provide copies of the certifications/licenses of the employees that meet the qualifications for the (3) three classifications: 1) Avaya Solution Expert Specialization, 2) Avaya Support Select Designation, and 3) Avaya Implementation Specialist that are requested in the proposal.

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 verifiable work at a site, Contractor may bill at the appropriate job classification for the hours worked.

Codes, Fees and Permits

All work shall be executed in accordance with the current National Electrical Code, as amended by the New Mexico State Electrical Code, local and state ordinances, and regulations governing the particular class of work involved. This 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. 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, 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.

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. Actual copies of permit charges must be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no mark up or fixed fee reimbursement amount added.

Standards

All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances. 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 (APS). Unless a specific date of issue or revision is cited, the documents listed below are of the current issue in effect. The requirements contained become part of the contract to the extent specified herein.

List of Governing Industry Standards

American National Standards Institute, Inc. (ANSI) National Electrical Safety Code X Series	Federal Communication Commission (FCC) Publications FCC Rules and Regulations - 15 FCC Rules and Regulations - Part 68
Occupational Safety and Health Act of 1970 (OSHA) Public Law 91 – 596	Insulated Cable Engineers Association (ICEA) Standard ICEA S - 80 – 576
National Fire Protection Association (NFPA) National Electrical Code (1993)	Institute of Electrical and Electronics Engineers, Inc. (IEEE) National Electrical Safety Code 800 Series Standards
Electronics Industries Association (EIA/TIA 568, 569, 606, TSB40) RS Series Standards	International Telegraph and Telephone Consultative Committee (CCITT) I Series Standards

Inspections, Testing, and Reports

As applicable, Contractor shall contact APS Telecom and VoIP Supervisor or designee, when work is ready for City inspection. Payment is contingent upon passing any and all inspections. APS will not reimburse Contractor for labor or materials needed to remedy "no pass" work.

APS may inspect projects at any time with or without prior notification to the Contractor. APS shall have the right to observe all work before it is covered. Should any work be covered contrary to request or to any requirement of the contract documents, the APS designee may order it uncovered for his observation. The Contractor or materials installed contrary to the requirements of the contract documents or rejected as defective by APS shall promptly be removed, replaced, or corrected as may be applicable. The cost of this work shall be borne by the Contractor. The Contractor shall notify APS 24 hours in advance before covering up any concealed work or conducting tests by any trade.

System inspection shall be provided through performance of pre-installation, in-progress, and final inspections by the Technology Department or designee. If any of the work is for VoIP the Technology Department will do the final inspection for the VoIP portion. The Technology Department's Network Systems Manager requires 30-days advance notice of any data network requirements to support VoIP systems.

The Contractor may participate in and witness a pre-installation inspection performed by the Owner (APS) and/or authorized representative of equipment and materials to be utilized in this project. All items may be verified for compliance with the requirements of the specifications, drawings, and other referenced standards.

Upon completion of all projects, the successful Contractor shall provide the APS Telecom Department, or its designee, with a complete deliverable package consisting of all material sheets, as built, test results, warranties, training, et al., before submitting final invoice for payment.

Acceptability

Tolerance Limits: The Contractor shall be responsible for immediate corrections to the system that will bring it into full compliance with industry standards.

Additional Testing

The Owner (APS) and/or authorized representative of the Contractor may, at his/her discretion, perform tests in addition to those specified in the Contract Document if there is any reason to question the condition of the material or software as furnished and installed.

After installation is complete, in addition to any other required testing, and at such times as the Owner (APS), and/or authorized representative may direct, the Contractor shall conduct an operating test for approval. The installation shall be demonstrated to be in accordance with the requirements of these specifications. Any defects revealed shall be promptly corrected at the Contractor's expense and the tests will be conducted again.

Test Reports

The Contractor shall be responsible for recording and providing to the Owner (APS) all test data / reports upon completion of all projects. Copies of all test results are to be submitted to the Owner (APS) or authorized representative for review and shall remain with the Owner (APS) as permanent records.

Guarantee / Warranty

The Contractor shall guarantee all materials, equipment, software functionality, 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., after service is accepted by APS with a 12 month guarantee Including the ability to provide onsite support by a Certified Avaya Engineer for any ongoing issues with software features, and hardware at the APS Technology Department's request. This excludes normal maintenance and daily servicing of equipment which is the Owner (APS) responsibility.

Protection of Adjacent Surfaces and Work

The Contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, electrical 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. Utility spotting requires a minimum 24-hour notice. This may be obtained by calling the Technology Department at 830-8040.

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, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.

Specifications Deviations

General Requirements and Specifications are binding. However, in instances where there is a deviation between the General Requirements and Specifications and the Job Specifications, the Job Specifications or the more stringent shall govern. On any job where there is doubt as to the process of installation to be used, the final decision will be made by an authorized APS Technology Department representative.

Post-Award Conference

After bid award, the APS Procurement Division will schedule a meeting between the Contractor and applicable APS personnel to outline procedures such as scheduling, when a job may begin, paper flow, inspections, receipt of final documents, invoicing, etc.

Parts Supply and Quality

APS has set a standard for telecommunications and VoIP equipment. Avaya Systems equipment are installed in most APS locations, and the district will continue to require Avaya equipment in the foreseeable future. This is not meant to prohibit competition; however, the district has selected to standardize because of problems with repairs, post-sales support, no parts or training available and similar. Bidder must be an authorized dealer and have access to a full line of Avaya equipment and Right to Use and be authorized to sell and maintain same to APS. During the life of the contract, APS may wish to utilize other new models or types of Avaya systems if these are found to be more suitable for a particular application or when new technology becomes available and/or replaces an existing system. This requires the Contractor to be in a partnership with Avaya.

Contractor shall maintain at all times (or have access to) an ample stock of various minor, most commonly used, parts necessary to complete specified work within the required time frame(s). All materials shall be new, unused, and in perfect condition. Any replacement parts shall be of equal or greater quality as compared to the original parts. Any manufacturer's data supplied with the parts shall be submitted to APS Technology Department designee. If conditions would necessitate utilizing used/rebuilt parts, prior approval must be secured from APS Technology Department

In the event of a new installation or a repair, Contractor and APS shall be in agreement as to the exact list of parts and equipment prior to the commencement of any work. The Construction Report Form may be utilized

for this purpose. Note that APS currently maintains all systems in house. However, all systems must be installed and maintained in accordance with the manufacturer's standards in a manner that would allow them to qualify for contract maintenance, should APS decide to contract for that service.

Contractor must warrant all installations. This must be accomplished in strict accordance with the recommendations of the manufacturer or as may be required by code. In the event of a conflict with the plans or specifications, Contractor will refer the problem to APS before proceeding. Contractor must also train APS personnel as applicable on new installations and/or provide an adequate number of "seats" at approved training locations.

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.

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 billed or marked up by the Contractor in any manner.

All equipment shall be installed in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the Contractor shall report such conflicts to APS. Changes shall be made as mutually agreed or necessary.

Parts, Materials, and Subcontracting

Due to the variety of materials and parts which may be required and the need for audit-track able charges, this bid will allow the Contractor to offer a pricing structure(s) which can accommodate market variations and other fluctuations. Given the continuing changes in technology and the market place, it is difficult to identify each part or device that may be required during the course of this contract or to estimate anticipated usage.

Accordingly, Contractor will identify materials other than AVAYA product, likely to be used such as, but not limited to, plenum and PVC cable, EMT, various modules, adaptors and couplers, face plates, jacks, brackets, etc. and indicate a discount from list pricing which will apply to all items in the designated category(s). In the event that any categories are determined to be relative to this scope of work, APS reserves the right to negotiate a discount from list pricing structure agreement with the successful Contractor(s) at any time.

Pricing will be F.O.B. Destination (Albuquerque) including cost, insurance, and freight. Include these considerations in your computations. Note that rebates and similar which may be given periodically in a separate transaction to the Contractor by the supplier or manufacturer will belong to the Contractor. APS does expect the pricing to reflect volume quantity discounts and preferred Contractor status.

If the successful Contractor is to utilize services from a subcontractor, those costs shall be billed as a direct pass-through to the District with no fixed fee reimbursement amount added.

Contractor must submit a discount from list for all AVAYA products. This will allow the list to change as the manufacturer or supplier dictates as long as the discount remains constant. This will require that the list prices as published by the manufacturer must be furnished to APS as they are updated or replaced. "Lists" artificially generated by the Contractor will not be accepted. The discount quoted will be taken at face value. If it is listed as -25%, for example, the price of a \$100 item will be \$75. The manufacturer list must be on file with the Procurement Division and updated throughout the life of the contract in a timely fashion.

Offeror must submit invoices from his or her supplier as proof of contract compliance. Typically, APS and Contractor will agree to a dollar amount above which documentation is required. Small items of nominal value would generally be excluded. Please do not submit a proposal unless you are able to support the contract in this regard. APS does perform compliance on invoices and estimates.

Maintenance Contract – Offeror shall provide an ongoing year to year or multiyear maintenance contract on our existing Avaya system with software upgrades as required and provide technical support to APS Telecom Department.

Fixed-Fee Reimbursement Amount

For parts not provided by APS. Please see the fixed amount for every (increment of) \$100.00 spent in purchases of parts / materials.

FIXED FEE- Do not Change Fixed Fee Dollar Amounts; this is the compensation that APS will pay.

<p>Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.</p>				
<p>The values in the table shall be used to reimburse Contractors for administration fees of obtaining parts and materials that are not obtained from APS Warehouse or APS approved vendors on contract. The parts and materials obtained from APS Warehouse or APS approved vendors on contract are not eligible for the fixed fee. Contractor shall provide one invoice per completion of work order to calculate fixed fee. NO fixed fee will exceed \$100.00 per work order.</p>				
	Dollar Amount Estimated Materials and Parts Costs			Fixed Fee (Expressed in Dollar Amount)
11	\$1.00	-	\$100.00	No markup will be allowed
12	\$101.00	-	\$200.00	\$20.00
13	\$201.00	-	\$300.00	\$30.00
14	\$301.00	-	\$400.00	\$40.00
15	\$401.00	-	\$500.00	\$50.00
16	\$501.00	-	\$600.00	\$60.00
17	\$601.00	-	\$700.00	\$70.00
18	\$701.00	-	\$800.00	\$80.00
19	\$801.00	-	\$900.00	\$90.00
20	\$901.00	and over		\$100.00 maximum

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
<p>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. Awarded contractor shall be an Avaya Authorized Platinum Partner/Avaya Certified Dealer, authorized by Avaya to provide products and services in New Mexico.</p>	25	
<p>Experience Submit a minimum of three (3) past and/or current customers that your company has provided similar services as the requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.</p>	20	
<p>Assigned Personnel to APS Submit information of your company's staff that will handle or manage all aspects of the awarded contract with APS. Include roles, responsibilities, staff resumes and organizational chart. Successful contractor must employ Avaya certified technicians and Avaya/Cisco Certified Network Engineers, Project Managers and staff located in the Albuquerque, NM area and capable of supporting 24/7 Albuquerque Public Schools large enterprise Avaya VoIP multisite system consisting of 157+ sites.</p>	15	
<p>Approach/Methodology Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work. Include detailed services that will be provided, timelines, milestones, deliverables, etc. as applicable. Successful contractor must have a 24/7 NOC state-side that would monitor APS' Avaya system and communicate with APS personnel.</p>	25	
<p>Pricing Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work.</p>	15	
Total Possible Points	100	
Interview (if needed)	50	
<p>New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.</p>	5	
<p>Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business.</p> <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	

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

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.

Offeror shall submit one (1) original proposal clearly marked **ORIGINAL**, six (6) identical copies clearly marked **COPY** and one (1) identical electronic copy (flash drive labeled with your company name and RFP number). Email and fax copies are **NOT** an acceptable form of an electronic copy.

PROPOSAL – DETAILED REQUIREMENTS

1. Proposal Format

Proposals shall be submitted in a three-ring binder. Page format shall be 8-1/2” x 11” with foldout sheets (if any) allowed up to 11” x 17” in size. Foldout pages shall be counted as two pages **and shall be numbered as such**. Text will be no smaller than 10 point.

Proposals shall not exceed 60 pages total for all of the tabbed sections listed below excluding Tab 1, 6 and 7. Each sheet face that is printed with text or graphics counts as one page. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles: Front and Back cover do not count towards page count.

Tab 1 – Letter of Submittal

Tab 2 – Qualifications

Submit company profile; Submit detailed information describing your company’s qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company’s competence as it relates to the competencies required to perform the requested services. Awarded contractor shall be an Avaya Authorized Platinum Partner/Avaya Certified Dealer, authorized by Avaya to provide products and services in New Mexico.

Tab 3 – Experience

Submit a minimum of three (3) past and/or current customers that your company has provided similar services as the requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.

Tab 4 – Assigned Personnel to APS

Submit information of your company’s staff that will handle or manage all aspects of the awarded contract with APS. Include roles, responsibilities, staff resumes and organizational chart. Successful contractor must employ Avaya certified technicians and Avaya/Cisco Certified Network Engineers, Project Managers and staff located in the Albuquerque, NM area and capable of supporting 24/7 Albuquerque Public Schools large enterprise Avaya VoIP multisite system consisting of 157+ sites.

Tab 5 – Approach/Methodology

Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work. Include detailed services that will be provided, timelines, milestones, deliverables, etc. as applicable. Successful contractor must have a 24/7 NOC state-side that would monitor APS' Avaya system and communicate with APS personnel.

Tab 6 – Price Proposal

Offerors must complete the Cost Response Form found in Appendix A and return it with the proposal.

This must be submitted in Appendix A that is identified with your company's name and labeled 'COST PROPOSAL'. APS will consider cost in the evaluation process. Note that the District does pay tax on services. Taxes are to be added to invoice as a separate item at the then-current rate. Note that all invoices must coincide with the rate schedule and listed as a separate item as finally negotiated. At time of award, APS will assign a Master Agreement number which will accommodate multiple billings during the life of the contract. This Price Agreement number must appear on all invoices.

Local APS travel will not be reimbursed. Offeror is expected to provide his/her own transportation to attend normal business meetings, oral presentations/interviews etc., and carry on the general activity associated with the Scope of Work. Out of town automobile travel specifically required by APS, will be reimbursed at the rate currently in effect for APS employees.

Tab 7– Required Forms

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.
- 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 RF



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

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

– OR –

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

Signature Date

Title (position) Offeror Business Name



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

CONFLICT OF INTEREST

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

SIGN
HERE

Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____

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

- The following RFP information must be clearly labeled on the **outer envelope of your sealed proposal.**
Please note: If you put your sealed proposal inside a FedEx, UPS, etc. envelope, all of this information must also be written and visible on the outermost envelope of your sealed proposal:
 - Offeror's Business Name** (not an individual's name)
 - RFP Number & Title
 - RFP Due Date & Time
 - Proper Delivery Address (see cover page)

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