



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP: #24-027RR

RFP TITLE: E-Rate Wide Area Network (WAN)

NIGP Commodity Code: 83883, 83896

RFP Schedule

Action	Date & Time
RFP Issued	October 25, 2023
Mandatory Pre-Proposal Meeting	November 3, 2023
Pre-Proposal Meeting Information	Building O, Conference Room, 930 Oak Street Albuquerque, NM 87106, Time 1:00PM Local Time
Site Walkthrough	November 3, 2023 @ 2:00pm
Deadline for Questions	November 7, 2023 @ 5:00pm (local time)
RFP Due Date and Time	December 13, 2023 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry).</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Robert 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. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

RFP Submittal

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document. https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to due date and time. Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. Offerors are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.

RFP Term

Albuquerque Public Schools reserves the right to enter into an 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. **CONE OF SILENCE:** APS has adopted a “Cone of Silence” to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor’s representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.
3. **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.
4. **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.
5. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.
6. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’ s possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
7. **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.
8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror

may mark the pages “confidential” for consideration to exemption. APS reserves the sole right to determine exemptions.

9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications
16. **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.
17. **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.

18. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American 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 multiple preferences such as resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

19. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

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

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

Suppliers are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time. If you have any questions contact the Buyer listed on the RFP documents for assistance.

20. **EXTEND SUBMISSION TIME:** APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before or on the submission due date.
21. **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.
22. **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.
23. **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.
24. **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.

25. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
26. **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.
27. **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 might 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.

28. **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.

29. **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. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **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.
3. **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.
4. **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.
5. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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
12. **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.

13. **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.

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

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

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

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

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

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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 RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
22. **FOB**: Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address). Proposal prices shall include all freight and delivery charges.
23. **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.
24. **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.
25. **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 the goods/services are conforming and fails to make an effective rejection.
26. **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.
27. **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.
28. **INVOICES**: Vendor shall submit invoices directly to APS Accounts Payable, unless otherwise instructed. Invoices may be sent to accounts.payable@aps.edu. Each invoice shall include APS Purchase Order Number. Invoices that are missing APS purchase order numbers are not eligible for payment.
29. **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.
30. **USE OF DISTRICT NAME OR LOGO(S)**: Vendor may not use APS official name or logo, or any phrase associated with the District, without written permission from the Superintendent of Schools or their designee.
31. **DISPUTE RESOLUTION**: In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. TERMINATION FOR CAUSE AND CONVENIENCE

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding/or unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Clean Air Act

- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- I. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11 ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor

Acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



PROTESTS

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

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

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 4 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 30 APS authorized Charter schools. APS has approximately 71,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Scott Elder.

RFP SCHEDULE

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

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of E-Rate Wide Area Network (WAN).

Bonding Requirements:

Bid Security (Bond): In accordance with NMSA § 13-1-146, bid security must be submitted with proposal at the amount per statute. Bond must be satisfactory to APS, executed by a surety company authorized to do business in the state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

Performance and Payment Bonds: In accordance with NMSA 1978 § 13-4-18, the successful Offeror, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% for any project which exceeds \$25,000.00). Provide, with the submitted proposal, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain 100% Performance; Labor, and Materials Payment Bonds of proposed amount if awarded.

Offerors shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit. Additionally, the Owner will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. The cost of all bonding will be paid by the Offeror and will not be paid by the Owner. These costs are to be included in the Offeror's price proposal.

Subcontractor(s):

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

Subcontractor Bonds: Pursuant to NMSA 1978§ 13-4-37, It is the responsibility of each Subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond.

Pursuant to NMSA1978 §13-1-148.1, A Subcontractor shall provide a performance and payment bond on a public works building project if the Subcontractor's contract (to the Contractor) for work to be performed on a project is one-hundred twenty-five thousand dollars (\$125,000) or more. Failure of a

Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

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

Substitution of Sub-Contractors: A bid submitted by a registered prime contractor wishing to substitute a Subcontractor must be in compliance with NMSA 1978 § 13-4-36.

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

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

Technical Specifications:

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

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

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

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

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

Project Procedures: The contractor is required to coordinate these projects with all applicable APS Departments defined as TCS - Data Communications Division, Facilities, Design & Construction (FD/C), Maintenance & Operations (M&O), in addition to Site Administrators and Site Technology Coordinators. Funding may be available from a variety of APS accounts, but is limited. Contractor may be contacted directly by a department, school or an APS employee for work to be done. At this point, the contractor is not to proceed without contacting TCS - Data Communications Division. Data Communications Division will provide a Designee to serve as the Point of Contact (POC) between the APS entity and the contractor. The Designee will define the Scope of Work for the project and must approve all quotes prior to requisition submittals. Final inspections will be made by Data Communications Division and the Technology Infrastructure Coordinator; and in coordination with Facilities, Design and Construction and/or Maintenance & Operations on new construction, renovations and modernization projects. Upon completion of a project, contractor shall promptly notify the Data Communications Division and deliver As-Builts within 10 working days.

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

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

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

- Director of Network Infrastructure – Brian Thompson
- Director of Security and Networks – John Kingsolver
- Director of Procurement – Robert Russell

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

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

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

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

- Required Test Equipment - Contractor shall own Cable Testers and Analyzers, Network Testers (Fluke or Wiroscope), power source and light meter, Visual Fault Locators and an OTDR.
- If a major malfunction of the equipment occurs (when the entire system is inoperative), the contractor shall respond onsite to the customer within four (4) hours from the time the contractor first receives the customer's request for maintenance and will complete such repairs within 48 hours. The contractor shall be able to respond to multiple major malfunction calls at any one time. Overtime hours must receive prior approval from APS designee.
- If a minor malfunction occurs, the contractor shall respond to the customer during normal working hours within 24 hours from the time the contractor first receives the customer's request for maintenance and shall complete such repairs within 48 hours. The contractor shall be able to respond to multiple minor malfunction calls at any one time. Procedures defined under this Paragraph 4 are applicable.
- Emergency Requests - Contractor will be expected to respond immediately to a request for work to be performed. APS Network Services shall arrange access to buildings.

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

Safety: The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board

of Education and its agents, officer, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations(s) of said judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors, in connection with this contract. Clean all areas after work has been performed. If an existing room is unsafe due to debris / trash / storage, etc., please notify APS before work is performed.

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

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

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

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

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

Final Acceptance: The contractor shall notify the Data Communications Division when each project is complete, whereas arrangements will be scheduled for a prompt inspection by appropriate APS personnel or representative who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed. Final acceptance also includes receipt of As-Builts, Cabling Certifications and all other such final documents. A Data Communications representative, a contractors' representative, the M&O Technology Infrastructure Coordinator and the APS Site representative must all sign-off on the Scope of Work as declaration of project completion.

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

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

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

Background:

In 2017 the district issued RFP Number 17-048 RR-RA to modernize and future proof it's Wide Area Network (WAN) and as a result of that solicitation the district entered into an eight (8) year contract with Unite Private Networks. The contract resulted in a fiber build out of over 200 miles at a cost of over \$14 million. As part of this project the district updated the WAN connectivity to its sites to ten (10) Gbps.

The project was funded through the E-rate program and the district's portion was partially funded by the Broadband Deficiencies Correct Program (BDCP) administered by the New Mexico Public Facilities Authority (PSFA). Because PSFA provided matching funds for this project, USAC provided an additional ten (10) percent in matching funds to the district. In accordance with paragraph 59 of the 2nd E-Rate Modernization Order (FCC 14-189), the district is not eligible to receive "additional matching funds for special construction to the same buildings from the E-rate program for 15 years" from 2017.

The WAN contract, procured via RFP Number 17-048 RR-RA, is set to expire on May 5, 2024 and the district is soliciting proposals to provide WAN services beginning on May 6, 2024. The proposed solution must provide a minimum speed of 10 Gbps to each district location with the ability to scale to 100 Gbps. The required and desired attributes for this project are detailed in the Scope of Services below.

The purpose of this solicitation is to secure an eight (8) year contract to provide WAN services at speeds ranging from one (1) Gbps to over 100 Gbps to all current and future district sites. The solution should be robust, resilient, scalable, and to the extent financially feasible avoid a single point of failure. The current network's logical and physical design meets the district needs, but the district is open to any network design that meets the objectives and requirements of the scope of work.

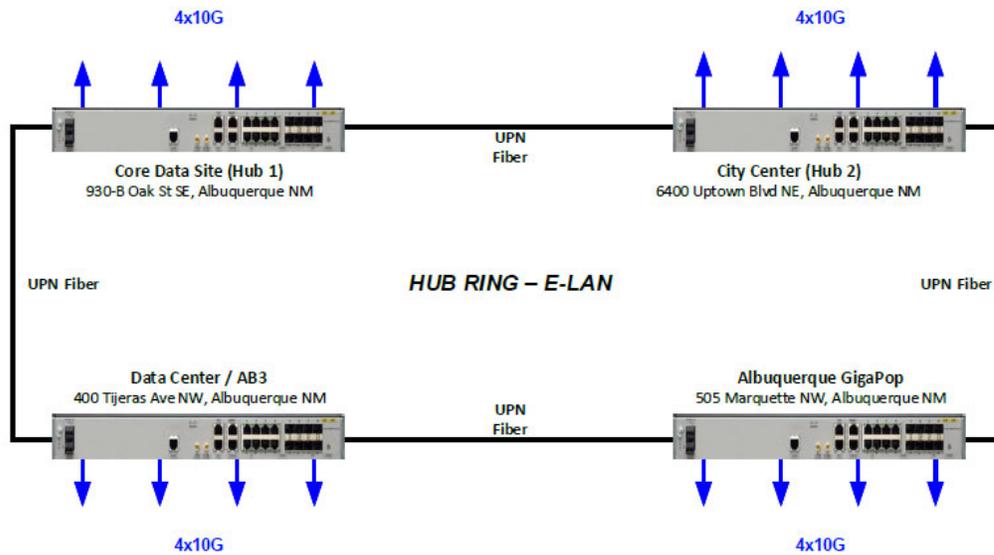
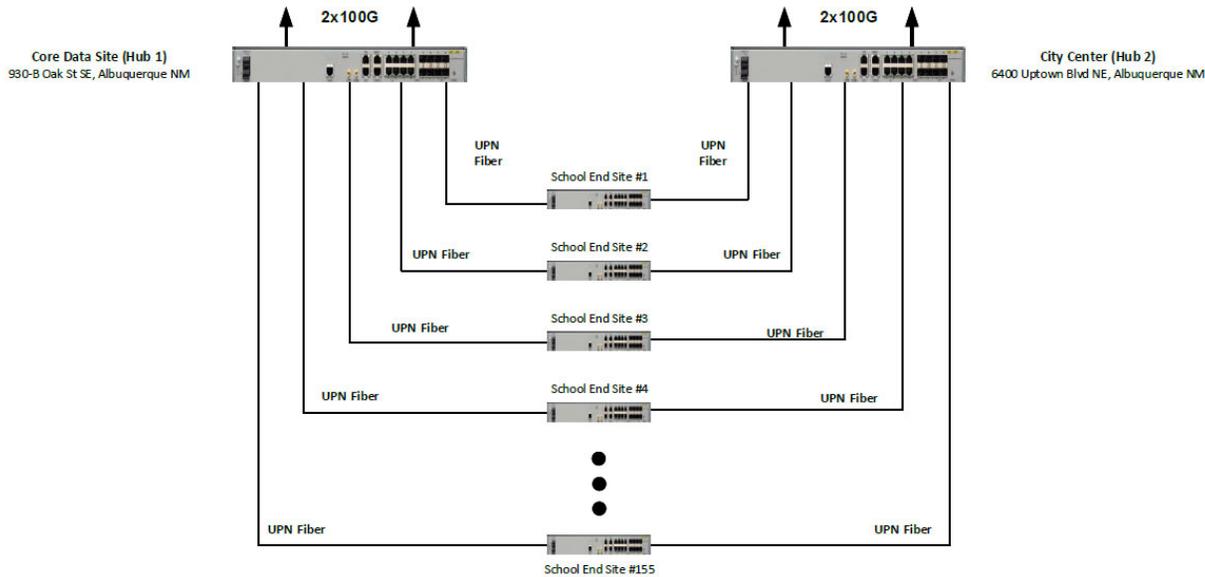
Current Solution:

The district's current WAN consists of 24/7 managed lit fiber service at a speed of ten (10) Gbps to each district node location with the exception of the Sandia Natural History Classroom which is currently connected at one (1) Gbps. Each connection is dual homed to the APS Data Center and City Center via diverse paths. The connections are distributed via geographical rings around the City of Albuquerque.

The district currently has a 40 Gbps backbone that connects the APS Data Center, City Center, the Cyxtera Technologies Data Center (400 Tijeras Avenue NW), and the UPN data center located at the H5 data center (505 Marquette). Additionally, the district has a dark fiber connection between the APS Data Center and City Center that is provided via two strands.

The district has its own dedicated rack space at the Cyxtera Technologies Data Center. The district does not have its own rack space at the H5 data center (505 Marquette) or the UNM GigaPoP but does have space in the UPN Data Center located at the H5 data center.

The diagrams below shows the logic design of the network and backbone as it currently exists.



Scope of Services:

This RFP describes the District’s needs and requirements that it expects the Service Provider to address. This RFP does not dictate a specific technology for the service provider. As a result, Offerors have great latitude in their technical approach for meeting the District’s requirements and service levels. The District will consider any technology or topology, as well as combinations of those technologies that can meet the bandwidth and service level requirements in this RFP.

The Offer must demonstrate to the District that its approach will meet the District’s requirements. The solution should be robust, resilient, scalable, and to the extent financially feasible avoid a single point of failure. The

district is not willing to consider solutions that include the delivery of leased dark fiber or self-provisioned network to the district.

Vendors must provide pricing for ten (10) Gbps to all node sites, and 40 Gbps and 100 Gbps to each of the four core sites. The district does not expect the node sites to exceed 10 Gbps during the life of the contract, but does reserve the right to install multiple circuits at a given location if the business need arises. The circuits to the four (4) core backbone sites will likely initially be provisioned at 100 Gbps per location, but the district reserves the right to increase the speed during the life of the agreement. The district does desire an additional direct connection between the main district data center and City Center via two strands of dark fiber, but the district does not intend to seek E-rate discounts on this circuit.

Based on E-rate rules, this project is not eligible to an additional 10% match for special construction and, therefore, it is not eligible for matching funds through the New Mexico Public Schools Facilities Authority (NM PSFA) nor the New Mexico Office of Broadband Access and Expansion (OBAE). Accordingly, special construction (if any) will be funded at the district's 80% discount rate.

See the tab labeled "Service Location" in Attachment C – APS Cost Response Form for a list of the district sites and whether they require services under this RFP. In the future APS may desire connectivity to the Bigbyte Data Center located at 123 Central Avenue NW, Albuquerque, NM. The district is seeking pricing to provide connectivity from to this location that may be added in the future. Vendors must submit a completed copy of the "Pricing Sheet" tab from Attachment C – APS Cost Response Form.

Required Attributes:

The WAN is part of the district's critical infrastructure and is strategically important to the district meeting its educational goals and objectives. As such, responses will only be considered from vendors that can meet the required attributes detailed below and enumerated elsewhere in the RFP.

- The proposal must provide pricing for all current district locations.
- The proposal must provide pricing for one (1) Gbps, ten (10) Gbps, 40 Gbps, and 100 Gbps as detailed on the Pricing Sheet.
- The proposal must include all hardware, such as but not limited to routers, switches, SFP, transceivers, Fiber patch cords, and fiber distribution units, required to provide a finished end-to-end service.
- Costs must be inclusive of any fees relating to cross-connects that may be required to provide connectivity to the APS rack at the Cyxtera Technologies Data Center and the H5 Data Center.
- There must be a clear demarc between vendor and district owned equipment. The vendor may NOT connect directly to the district switch or router. Any such connection will be accomplished via a district owned jumper cable.
- The vendor must be willing to offer services everywhere within the district's existing geographical service area as shown in Appendix A.
- The vendor must have a 10-year track record of providing WAN services to entities similar in size to APS.

- All circuits, including circuits added or upgraded during the duration of the contract, must be co-terminus and end on June 30th. It is expected that any new or upgraded circuits will have the same monthly recurring charge as all other similar circuits with a reasonable one-time charge to account for any connection costs.
- In each building, Contractor must run infrastructure or service to an existing (TR / ER / MDF, etc.) designated by Owner. Proposals bringing service to the property line but not inside of the demarc address (TR / ER / MDF, etc.) are not acceptable. Site Diagrams to assist with the location of TR / ER / MDF, etc. locations will be provided upon request.
- It is desired that all Transport Services shall adhere to the following Service Level Agreement (SLA) terms:
 - The awardee will make all reasonable efforts to ensure 99.99% network availability of each circuit:
 - 0.25% frame/packet loss commitment
 - 0.25 ms round-trip network latency commitment for the leased lit fiber transport circuit measured between the Z location and the A location
 - 30 ms network jitter commitment
 - The awardee may not limit or throttle the capacity of the service at any time for any reason.
 - These standards are an awardee-stated commitment for fully operating service. Any degradation of service may be counted against the network availability standard.
 - The awardee will provide a monthly service report and an annual service report showing aggregate statistics for:
 - Peak link usage for the quarter
 - Downtime on the link
 - Impaired performance versus SLA standards for the link
 - Service Outage shall be calculated from the time the call is placed by State regarding the Outage
 - Service Outage shall be defined as any service not satisfying the technical performance requirements in this RFP
 - The awardee's commitment is to respond to any outage within two hours and a four-hour restoration of service. Service credits for a greater than two-hour response will accumulate as follows:

Length of Service Outage	Credit is the follow percentage of monthly fiber maintenance fee
Less than 2 hours	No credit
Two to four hours	5%
Greater than four and less than eight hours	10%
Greater than eight and less than 12 hours	15%
Greater than 12 and less than 16 hours	20%
Greater than 16 and less than 24 hours	35%
Greater than 24 hours	50%

- The vendor must be able to provide services to all sites before the expiration of the current contract on May 16, 2025.
- The vendor must be willing to offer discounted billing. The district currently utilizes the BEAR process but reserves the right to transition to discounted billing if it desires.
- The vendors must have experience working in the federal E-rate program.
- The vendor must be willing to comply with all E-rate rules.
- As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all offers in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for more information on the requirements relating to LCP.
- By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.
- Provide an FCC Registration Number (FRN) and proof of Green Light Status from the FCC. Any potential bidder found to be in Red-Light Status may be disqualified from participation in the bidding process and may be considered non-responsive.

Customer-Owned Provisionals:

APS will provide the Service Provider, “SP”, with the following telecommunication provisions as applicable at all district sites. APS will not incur any costs for the construction and maintenance of these provisions and will retain complete ownership and rights of them at all times on APS property.

- Pathways and Easements: SP will provide an underground (UG), pathway from the APS building to the nearest street or property line, at the shortest path. A 2” min Entrance Facility (EF conduit, with an 1¼” inner-duct will be required from the SP. SP’s that require larger EF pathways, must specify it, however,

SP's that can accommodate APS EF provisional will be scored higher. APS will grant to the SP easement rights to utilize the inner-duct in the EF conduit as its pathway for the duration of this contract.

- Main Communications Rooms: APS will provide adequate space in a Main Communications Room at each site for the SP to install and terminate its telecommunications cabling, materials and equipment. This room will meet or exceed BICSI standards for Telecommunications Spaces including sizing, lighting, power, grounding, HVAC and accessibility. SP's are required to terminate their demarcation and provide their hand-off in this room.
- Telecommunications Infrastructure: APS will provide the SP with telecommunications infrastructure for installing and terminating its cabling, materials and equipment. Fire retardant backboards, power, grounding and rack space will be provided by APS. If additional infrastructure is required, the SP must contact APS IT for approval and the SP may be required to incur the additional cost.
- Telecommunications Installation Standards: All construction and installation requirements, SP shall comply with the recommendations and standards as set forth in the latest edition(s) of IEEE and ANSI/EIA/TIA Telecommunication Standards. Except as may be modified by the governing codes and by the Contract Documents, SP shall comply with all APS - IT design and installation standards.
- Administration: All SP demarcation points, terminations, terminal boxes, and equipment shall be properly identified. Labels shall be permanent, waterproof, and shall not be removable by normal cable handling or normal operations.
- Battery Backups / UPS: APS requires the SP to provide adequate battery backup (UPS), for its telecommunications equipment. SP is required to use remote monitoring devices, such as a SNMP network management card, for battery management of its UPS's. SP is required to maintain and replace it UPS batteries as needed at its own cost.
- Cut-Over of Services: All scheduling and coordination of telecommunication services cut-over's must be approved through the APS IT Department. The District and selected Offerors will negotiate a mutually agreeable deployment schedule that can be modified based on business needs.
- Site Changes: APS may move schools or administrative locations within the same footprint during the period of the Contract. Offerors must make available in the proposal sufficient pricing information and parameters such that APS may calculate the cost of providing network services to future sites (e.g., a new School).

Service Parameters:

- Capacity Planning: The APS model for network capacity planning begins with a WAN capacity of 10 Gbps per school. The offer's solution should allow for the aggregated capacity so each site has the full symmetrical service to conform to the logical load balanced diagram provided. APS also may have changes in the school locations during the contract term, the successful awardee will allow for site location changes under the scope of this contract and will afford APS the same monthly rates and APS will allow

for Special Construction (fiber build-out) Non-recurring charge (installation/equipment charges) on a contract amendment.

- Technical Support and Maintenance: The offer's equipment and service shall be covered by a technical support agreement with SLA (Service Level Agreements) *Mandatory for the provider to include their SLA in their response*. APS is expecting an SLA of 99.99% up time with an eight (8) hour meantime to repair for service outages. Technical support services shall be available 24 hours a day, 7 days a week, and 365 days a year and shall be used for escalation of technical issues for resolution in accordance with the SLA. The support services agreements shall include equipment maintenance that take into consideration software and firmware updates, security patches, vendor technical support, and any other vendor supported aspects of equipment. Provide and/or ensure all services, implementation, technical support, documentation, training, and other necessary requirements for a complete and useable network. The Service Provider shall be responsible for all subcontractors, consultants, vendors, and related subordinates. Offers' must identify the portion of the support that are not eligible for E-rate support.
- Service and Warranty Replacement: The offer shall provide for coverage for all equipment. Onsite delivery of replacement equipment (exchange) shall be next day by 5:00 pm local time if not already available with on-site spares (which are encouraged). The Offeror is expected to specify tiers of support and definitions of escalation paths in the response.
- Fully Managed WAN Service: APS is seeking a fully managed WAN service approach that can meet the technical specifications of the RFP, other than leased dark fiber, dark fiber IRU, or self-provisioned networks. Fully managed WAN services are options being requested for the APS WAN connections. This is intended to ensure a technologically neutral approach that will consider fiber-based solutions as well as any other technologies (e.g., fixed wireless) that can meet the requirements of the SOW. The district will not entertain proposals including leased dark fiber.
- Pricing Guidance: For each technical solution being proposed, Offerors are required to complete the pricing matrices attached as the APS Backbone - Fully Managed WAN worksheet found in Excel Workbook The worksheets include columns in which Offerors are required to provide pricing for the proposed solution(s) at the requested service capacities and terms. Pricing should be all-inclusive, which in this case means all special construction, non-recurring costs (NRC), and monthly recurring costs (MRC).
- Network Diagram: For each response, Offerors must include a physical network diagram displaying the paths to be used to serve each endpoint along with percentages of aerial and underground infrastructure. In addition, each Offeror must provide a detailed network drawing and solution architecture description. This request is to ensure the Offeror's solution addresses the RFP's requirement to provide a robust and resilient design to meet the District's needs.

- Single Point of Contact: APS requires that a single point of contact (Account Executive) be provided by the Service Provider. This person's responsibility will be to primarily represent APS interests within the Service Provider organization. This single point of contact will be provided in addition to the Service Provider's normal support and communications channels. The Service Provider must designate a single point of contact with the authority to represent APS on all vital issues; both technical and administrative (i.e., billing). The Service Provider must agree to assign an Account Executive acceptable to APS that will function as the single point of contact for all issues and represent APS to the various departments that may exist within the Service Provider's company.

The Account Executive must have sufficient authorization within the Service Provider's organization to escalate issues for APS throughout the Service Provider organization. This escalation includes the scheduling and project management for meetings, and communications requiring special handling as determined by APS and between APS and the Service Provider organization. APS reserves the right, with sole discretion, to refuse any Account Executive of the Service Provider at any time to serve as the single point of contact. In this event, the Service Provider shall furnish another Account Executive that is acceptable to APS. For the life of the contract, APS and the Service Provider will maintain a current contact list and escalation procedures.

In addition to the Account Executive, APS requires the company Vice President (or equivalent officer to which the Account Executive department head or department director reports) to be included in the escalation and contact list for APS.

EVALUATION CRITERIA

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

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

	Possible Points	Points This RFP
<p>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. APS will not accept a proposal from a business less than three (3) years old, or which has failed to establish a proven record of business in similar environments.</p>	15	
<p>Experience: Vendor shall provide detailed documentation of actual previously completed example projects of comparable size and complexity. All documentation, including logical and physical design maps shall be included, and should demonstrate the level of installation. Photographs desired.</p>	15	
<p>References: The ability to complete, manage and correctly bill projects is important to APS. Please provide proof of successful projects via customer references. APS requires three (3) references from customers where the Offeror provides similar E-Rate projects and SLD billing equal to or near the price provided in the vendor's response to this solicitation. Please include SPIN #, project type, project total, named contacts including telephone numbers and E-mail addresses.</p>	15	
<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, certifications, and organizational chart.</p>	15	
<p>E-rate Program Knowledge: Contractor shall provide documentation indicating their knowledge of, and ability to, work within the E-rate environment to successfully maximize funding opportunities for the District and ensure the earliest possible project completion.</p>	5	
<p>E-Rate Eligible Cost: Material and Labor: As stated above the bid must clearly identify the E- rate eligible portion of the project.</p>	30	
<p>E-Rate Ineligible Cost: Material and Labor: As stated above the bid must clearly identify the E-rate ineligible portion of the project.</p>	5	
<p>Total Possible Points</p>	100	
<p>Interview (if needed)</p>	30	
<p>Total Possible Awarded Points</p>	100-130	

SUBMITTAL REQUIREMENTS

ATTENTION:

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



<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

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

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic responses several days in advance of the due date and time.** Please Note: **There is no fee to submit a RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

PROPOSAL – DETAILED REQUIREMENTS

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

Proposal Format -

Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal and Required Forms do not count towards page count. **Please upload one file that contains all documentation in Vendor Registry.**

Letter of Transmittal

Company Profile

Experience

References

Assigned Personnel to APS

E-Rate Program Knowledge

E-Rate Eligible Cost: Material and Labor

E-Rate Ineligible Cost: Material and Labor

Required Forms

FORMS & ATTACHMENT

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

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

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

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

Name	
Title	
E-Mail Address	
Telephone	

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

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept APS Terms and Conditions.
- 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.)

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.**



Signature: _____ **Date** _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractor must sign and submit to the Owner the following certification:

APPENDIX A, 44C.F.R. PART 118
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements: The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an Employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

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

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



Signature

Title

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

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

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Price Proposal
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Byrd Anti Lobbying Certification SIGNED- For Federal Purchases**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor Or Native American Resident Contractor (or Veteran Resident Contractor or Native American Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico
Taxation and Revenue – if applicable

Obtain more information:

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

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

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

PRICE PROPOSAL FORM
OFFEROR'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percentage of preference qualified for: _____ 10%

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

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company Name): _____

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

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

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

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

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

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

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

Respectfully Submitted,

By (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: e-Rate WAN RFP
Requested Date: 10/06/2023
Approved Date: 10/10/2023
Approved Wage Decision Number: BE-23-2738-B

Wage Decision Expiration Date for Bids: 02/07/2024

2) Physical Location of Jobsite for Project:
Job Site Address: 930 Oak St SE
Job Site City: Albuquerque
Job Site County: Bernalillo

3) Contracting Agency Name (Department or Bureau): Albuquerque Public Schools
Contracting Agency Contact's Name: Brian Thompson
Contracting Agency Contact's Phone: (505) 206-1939 Ext.

4) Estimated Contract Award Date: 03/25/2024

5) Estimated total project cost: \$2,600,000.00
a. Are any federal funds involved?: Yes - \$2,200,000.00
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Albuquerque Public Schools is requesting proposals for Fiber WAN connectivity services for all district sites.

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$2,600,000.00	Albuquerque Public Schools is requesting proposals for Fiber WAN connectivity services for all district sites. Or renewal of existing WAN services.



TYPE "B" – GENERAL BUILDING

Effective January 1, 2023

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	35.56	12.26	0.60
Asbestos Workers/Heat and Frost insulators: Los Alamos County	37.99	12.26	0.60
Boilermaker/blacksmith	35.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	36.83	31.88	0.60
Bricklayer/Block layer/Stonemason	24.97	9.50	0.60
Carpenter/Lather	27.73	12.14	0.60
Carpenter: Los Alamos County	33.18	13.58	0.60
Millwright/pile driver	37.10	28.30	0.60
Cement Mason	23.04	11.30	0.60

Electricians-Outside Classifications: Zone 1

Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60

Electricians-Outside Classification: Zone 2

Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60

Electricians-Outside Classifications: Los Alamos County

Ground man	26.15	11.78	0.60
Equipment Operator	37.54	16.13	0.60
Lineman or technician	47.29	18.82	0.60
Cable Splicer	51.93	19.98	0.60

Trade Classification**Base Rate****Fringe Rate****Apprenticeship****Electricians-Inside Classifications: Zone 1**

Wireman/low voltage technician	36.75	12.40	0.60
Cable Splicer	40.43	12.51	0.60

Electricians-Inside Classification: Zone 2

Wireman/low voltage technician	40.06	12.50	0.60
Cable Splicer	43.74	12.61	0.60

Electricians-Inside Classification: Zone 3

Wireman/low voltage technician	42.26	12.57	0.60
Cable Splicer	45.94	12.68	0.60

Electricians-Inside Classification: Zone 4

Wireman/low voltage technician	46.31	12.69	0.60
Cable Splicer	49.99	12.80	0.60

Electricians-Inside Classification: Doña Ana, Hidalgo, Luna and Otero Counties

Wireman/low voltage technician	32.07	9.81	0.60
Cable splicer	32.07	9.81	0.60

Electricians-Inside Classification: Los Alamos County

Wireman/low voltage technician	42.26	14.68	0.60
Cable Splicer	45.94	14.98	0.60
Elevator Constructor	48.93	37.49	0.60
Elevator Constructor Helper	39.14	37.49	0.60

Glazier

Journeyman/Fabricator	21.25	6.70	0.60
Delivery Driver	12.00	6.70	0.60
Glazier: Los Alamos County	21.25	6.70	0.60
Painter	18.25	8.50	0.60

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Painter: Los Alamos County	29.51	10.35	0.60
Paper Hanger	18.25	8.50	0.60
Paper Hanger: Los Alamos County	29.51	10.35	0.60
Ironworker			
Ironworker Journeyman	28.05	18.30	0.60
Probationary Ironworker	22.44	18.30	0.60
Drywall Finisher/Taper - Light Commercial & Residential			
Ames tool operator	26.82	8.40	0.60
Hand finisher/machine texture	25.82	8.40	0.60
Drywall Finisher/Taper – Light Commercial & Residential: Los Alamos County	29.51	10.35	0.60
Plasterer	24.34	9.79	0.60
Plumber/Pipefitter	35.11	13.40	0.60
Roofer			
Roofer Journeyman	26.94	9.36	0.60
Roofer Helper	16.16	9.36	0.60
Sheet Metal Worker			
Zone 1	35.44	19.00	0.60
Zone 2 – Industrial	36.44	19.00	0.60
Zone 3 – Los Alamos County	37.44	19.00	0.60
Soft Floor Layer	21.00	9.20	0.60
Soft Floor Layer: Los Alamos County	29.55	10.45	0.60
Sprinkler Fitter	34.18	24.44	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60

Trade Classification**Base Rate****Fringe Rate****Apprenticeship****Laborers**

Group I- Unskilled	19.25	7.93	0.60
Group II – Semi-skilled	19.25	7.93	0.60
Group III- Skilled	20.25	7.93	0.60
Group IV - Specialty	22.50	7.93	0.60

Masonry Laborers

Group I- Unskilled and Semi-Skilled	19.75	8.09	0.60
Group II- Skilled	21.50	8.09	0.60
Group III- Specialty	22.00	8.09	0.60

Operators

Group I	23.32	7.67	0.60
Group II	25.48	7.67	0.60
Group III	25.94	7.67	0.60
Group IV	26.38	7.67	0.60
Group V	26.57	7.67	0.60
Group VI	26.78	7.67	0.60
Group VII	26.89	7.67	0.60
Group VIII	29.93	7.67	0.60
Group IX	32.32	7.67	0.60
Group X	35.72	7.67	0.60

Truck Drivers

Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at <https://www.dws.state.nm.us/public-works>.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

APS BOUNDARY

Includes all or portions of the following jurisdictions:

1. Bernalillo County
2. Sandoval County
3. City of Albuquerque
4. Village of Corrales
5. Village of Los Ranchos de Albuquerque
6. Village of Tijeras
7. Village of San Antonito
8. Village of Edgewood
9. Sandia Pueblo
10. Laguna Pueblo
11. To'Hajiilee
12. Isleta Pueblo
13. Chilili
14. Atrisco Land Grant

Albuquerque Public Schools

- Largest school district in New Mexico
- Serving over 74,000 students
- Over 15,000 employees

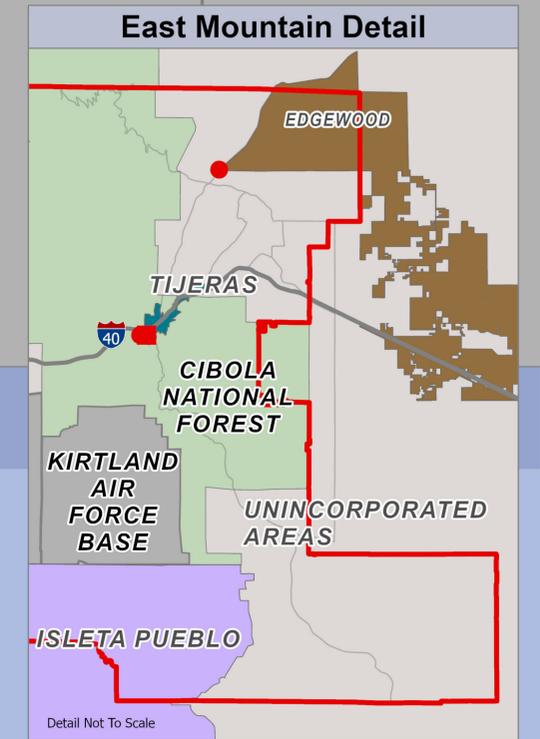
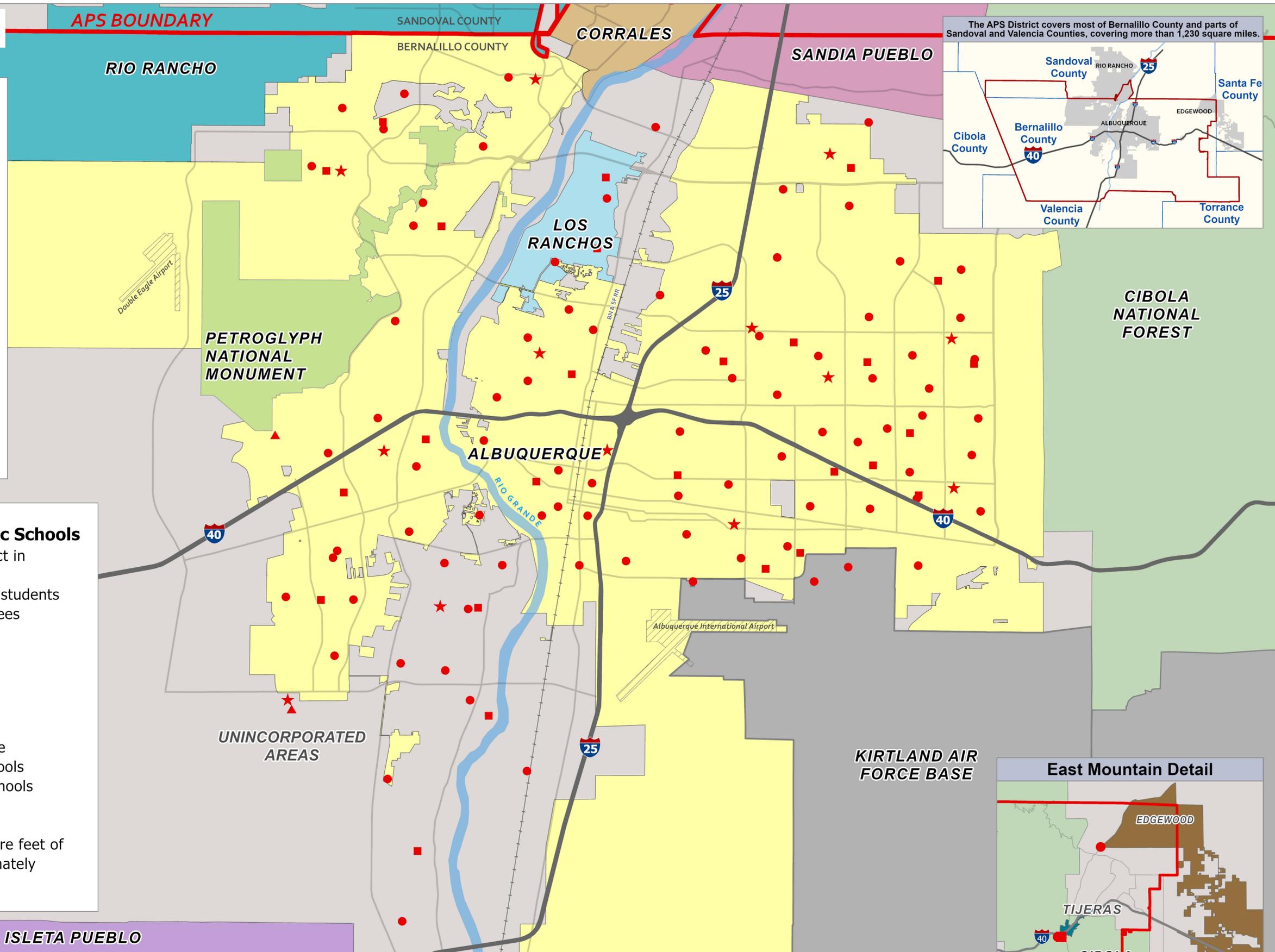
Comprised of

- 88 Elementary
- 27 Middle
- 13 High
- 2 K - 8th Grade
- 14 Schools of Choice
- 32 APS Charter Schools
- 23 State Charter Schools

Physical Assets

- Over 16 million square feet of facilities in approximately 1,800 buildings

The APS District covers most of Bernalillo County and parts of Sandoval and Valencia Counties, covering more than 1,230 square miles.



Albuquerque Public Schools District Summary Map

- | | | | |
|-------------------------|--------------------------------|---------------|------------------------|
| ● Elementary School | ▭ Cibola National Forest | ▭ Albuquerque | ▭ Tijeras |
| ▲ K-8 School | ▭ Kirtland Air Force Base | ▭ Corrales | ▭ Unincorporated Areas |
| ■ Middle School | ▭ Petroglyph National Monument | ▭ Edgewood | |
| ★ High School | ▭ Isleta Pueblo | ▭ Los Ranchos | |
| ▭ APS District Boundary | ▭ Sandia Pueblo | ▭ Rio Rancho | |

