



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 20-046 RMS

RFP TITLE: Computer Aided Dispatch (CAD) and Records Management Software (RMS)

RFP Schedule

Action	Date & Time
RFP Issued	04/07/2020
Pre-proposal Meeting	04/21/2020 @10:00 am (local time)
Pre-proposal Information Zoom Meeting Link: https://zoom.us/j/3881045593 Zoom Meeting ID: 388 104 5593	<p>One tap mobile +16699006833,,3881045593# US (San Jose) +13462487799,,3881045593# US (Houston)</p> <p>Dial by your location +1 669 900 6833 US (San Jose) +1 346 248 7799 US (Houston) +1 408 638 0968 US (San Jose) +1 646 876 9923 US (New York) +1 253 215 8782 US +1 301 715 8592 US +1 312 626 6799 US (Chicago)</p>
Deadline for Questions	04/27/2020 @ 5:00pm (local time)
RFP Due Date and Time	05/07/2020 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted.</i>	

RFP Buyer Contact Information

Name	Rebecca Simenson
Phone Number	505-878-6122
E-Mail	rebecca.simenson@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP SUBMITTAL

Registration for electronic submission: https://vrapp.vendorregistry.com/Vendor/Register/Signup
View only Current APS solicitations: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=ff45f05c-2c3e-4617-9916-b5f46522f9d7
*** Important Information ** see page 5, item 17, Timely Submissions under General Instructions for information regarding electronic submission of your proposal.
Please contact Vendor Registry for any question regarding sign up or electronic submittal process. https://vendorregistry.com/contact

RFP Term

Albuquerque Public Schools reserves the right to enter into one (1) year contract, renewable up to 10 (ten) years by mutual consent with the awarded Offeror(s).
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OFFEROR'S GENERAL INSTRUCTIONS

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

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

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.

Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

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

12. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.

13. **BRAND NAMES:** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition 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

14. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.

15. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.

16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **PLEASE NOTE: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

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

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

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

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

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

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

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

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

“**Contractor**” shall mean the successful Offeror.

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

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

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

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

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

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

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

“**Owner**” shall be Albuquerque Public Schools.

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

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

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

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

TERMS AND CONDITIONS

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

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

2. For Convenience

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

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

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

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
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

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

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

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

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

13. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
26. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of APS.
27. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

PROTESTS

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, 2 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 29 APS authorized Charter schools. APS has approximately 81,000 students and 12,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Raquel Reedy.

RFP SCHEDULE

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

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a Computer Aided Dispatch System (CAD) for the APS Police Department.

Project Overview

Albuquerque Public Schools District is seeking proposals from qualified companies to provide and install a turnkey solution for a Computer-Aided Dispatch (CAD) system, future mobile data system, and associated interfaces. The CAD and mobile data systems will serve Districts Police Department and 156 school and admin sites in the greater Albuquerque area. One successful candidate will be selected and invited to enter into a contractual relationship with the District for the services outlined in this RFP. The project intends to meet the CAD and mobile data requirements of the District. The proposed system must meet all current and applicable CJIS and HIPAA requirements.

1. Must have all evidence records and tracking required by law.
2. Retaining current evidence and preserving integrity.
3. Server based/VM capable and/or cloud based solution.
4. E911
5. Utilize to use Microsoft AD (Active Directory)
6. Interface with INFORLawson (ERP), Synergy (Student Information) for one way data sharing into the software solution.

Background Information

Description	Details
Sworn Officers	70
APS Police employees	100+
Number of mobile units	70+
Number of concurrent users	6
Number of RMS/data entry stations	6

RMS PROCESS SCHOOL POLICE

INCIDENT / CASE NUMBER:

When an officer is dispatched to a call they are given the CAD number attached to that call that must be documented on the incident report.

It is the officer's responsibility to get a case number by an Administrative Specialist or Police Dispatcher.

In the Case Log, the following information is documented by the person who issues the incident number:

- The date that the officer called in to get a case number
- The initials or call number of the person issuing the case number
- The officer's name
- The officer's man number
- The UCR
- The school location number
- The offense
- The CAD number
- The initials of the person who files the report after it has been looked over by the Deputy Chief

After the officer writes a report the report is then signed by the officer, reviewed and signed by the supervisor and turned into the Lieutenant. The Lieutenant will review and turn into the Records Specialist for processing.

RMS - REPORT PROCESSING:

The reports are entered into Excel and Sleuth.

EXCEL: There are 24 data sets of information from the incident report that are recorded for statistical purpose. These include:

- Report #
- Date of incident
- Location
- Loc #,
- Offense,
- M/F
- Officer
- Item type (APS property only)
- Serial #
- Victim D.O.B
- Suspect D.O.B.
- Race
- Id #
- Juv/adult stud/
- Non arrested y/n
- Released to
- Gang related
- Gandara comments date entered additional information

SLEUTH: There is information from the incident report that is recorded into Sleuth. These include: 6 windows/tabs

- New incident
- Victim
- Offense
- Property
- Subject
- Vehicle
- Narrative(used for Child Abuse cases only)

After all the reports have been received for the day and have been processed into both programs, they are turned over to Deputy Chief for review. An incident report will be determined if it needs to be further action by detectives or needs to be forwarded to another agency or department within APS.

POLICE REPORT REQUEST FROM DISTRICT COMMUNITY AND STAFF

School Police Record Specialist receives police report requests from the community. Some requests require redacting and others may need the full report.

CAD PROCESS SCHOOL POLICE

The CAD has the following basic functions that we utilize on a day to day basis;

- Creating a call
- Looking at past calls
- Logging Officers 10-8 and 10-7 in the CAD
- Using radio messages for Officers
- Updating Officers locations
- Checking employees in and out of a location

Creating a Call

When a dispatcher creates a call the following is collected:

- Site location
- Name and call back number of the caller
- Type of call
- Narrative of the call
- Pertinent information

Finding past CAD Calls

If a dispatcher finds the need to reference a previously created call, he/she can use a short cut to find the list of calls that have been created. There is a separate option to look up the previous call by the CAD number. A CAD number is not always provided therefore leaving the dispatcher to use the shortcut.

Logging Officers On/Off

At the beginning of each Offices shift, they transmit over the air that they are 10-8 (ready for calls/in service). We document that by using the Officer's call sign and logging them on. This function allows the officer to be added to the area where we can see officers that are available to take calls. At the end of an Officers shift, they transmit 10-7(out of service/no longer taking calls), we document that by using the Officers call sign and logging them off. This function removed them from the CAD area where we can see available officers.

Using radio messages for Officers/Updating Officer Location

At any given time an officer can transmit any information over the air. In the CAD we use their call sign with the letters RM next to it to document information that came from that officer. Often times an officer will transmit that they are in route to a location, in this instance we would use the letter U to update their location without creating a CAD call. This is a way for dispatch to keep track of an officer while they are at their school or leaving the school as well.

Checking Employees In/Out of a Location

Our CAD is also used as a database for APS employees as well as companies contracted through APS. Over the weekends as well as any special breaks, the school alarms stay armed. If anyone wants access into their school, they call dispatch and provide their ID number as well as the school they will be entering, what areas they will access and what time they are leaving. When their time is up, they call dispatch back, provide the school they were at which then the dispatcher enters the location number for the location/school then we find their name and timestamp as the time they checked out.

Project Expectations

The District expects to utilize commercially available CAD, mapping and mobile data systems that have been successfully deployed by other public safety communications agencies to perform the core mission-related functions required of a regional association of emergency communications centers. The District does not wish to embrace any software or systems that have not been fully tested and deployed in major live operational environments of comparable regional size or larger.

The District expects to take advantage of the most current functionality at the time of installation offered by a Vendor(s), which may encompass functional features that other similar agencies have requested and the Vendor has included as part of its current offering.

The District is looking for options for of an on premise and a cloud based solution.

System Characteristics

The CAD system will have the following general characteristics.

- Meet the specified functional requirements as outlined in this RFP document.
- Enable support of application, data storage and system administration.
- Account for PSAP survivability.
- Meet or exceed the performance requirements as stated in this RFP.
- Be expandable and flexible enough to meet future functional requirements as projected in this RFP.
- Be highly configurable, allowing the District to meet current and future needs without extensive software customization.
- Meet applicable National Emergency Number Association (NENA) Next Generation 911 (NG911) capabilities regarding accepting and processing location protocols (e.g., Presence Information Data Format–Location Objects [PIDF–LO]) and various data (e.g., text, video, audio, X/Y coordinates) as presented to the CAD/911 network interface.
- Utilize commercially available CAD and mapping systems.
- Meet applicable CJIS requirements, described in the CJISD-ITS-DOC-08140-5.4 and updated versions approved by the U.S. Department of Justice.
- Meet all security requirements of the Commonwealth of New Mexico and the participating Counties.
- Utilize an open systems-based Relational Database Management System (RDBMS).
- Utilize commercial-off-the-shelf (COTS) components.
- Provide a high level of availability, security, and reliability.
- Allow secure access to both short-term and long-term stored data for the purposes of reporting and analysis
- Provide an intuitive user interface for accessing stored data.
- Be installed and operating successfully at sites of equivalent size and complexity.

Specification Requirements

Respondents shall review Exhibit A and respond with vendor's software solution capabilities related to specification requirements.

Workstation Requirements

Respondents shall furnish detailed minimum and recommended specifications regarding all hardware and related components, including operating systems, required for the installation of a complete, working system. The District will purchase hardware through their established procurement methods. Respondents shall certify and fully support equipment purchased for this procurement by the District if purchased to the specifications provided by the Respondent. The proposal will include a description of the solution for remote web-based access.

CAD Storage Requirements

Incident information retained will include the basic incident information plus all transactions (e.g., unit assignments, status changes, additional information, messages, historic playback, and audit logs) recorded for the incident. Incident data should be stored in its entirety; storage of summary incident data only is unacceptable. The storage capability must include the ability for the legacy data—and subsequent data created with the implementation of the system. Security constraints must be in place at go-live. The Districts intends to implement a data warehousing component of this system. Respondents shall describe any data warehousing capabilities available in their systems, including the scope of data that can be warehoused, accessibility of data, and security capabilities. The data warehouse must have the capability to restrict access to data by role, and by data element (e.g., restrict access due to HIPAA and CJIS requirements).

System Interfaces Summary

The District requires the Provider to provide interfaces to the following applications and systems:

- GIS Mapping
- E-911 ANI/ALI
- Radio consoles (Motorola MCC 7500)
- Phone consoles (Motorola NG911)

Mobile Data (Future)

Respondents will have the ability to deploy software to implement a fully functioning mobile data application. The intention is to implement a mobile data system that functions throughout the District. There are currently no mobile data computers (MDCs) in place, and the district desire to have this capability in the future when they decide to enable mobile data.

The mobile data system will provide the following capabilities:

- Notification of CAD incidents for law enforcement
- EMS and fire/rescue · In-vehicle mapping
- AVL tracking · Messaging (car-to-car, car-to-CAD)
- Updates to CAD incident status and remarks
- Unit status updates
- Add remarks to event and unit records
- Notification and display of premises history and alerts
- Inquiry to data warehouse
- Records management system (RMS) access with in-field reporting
- Internet access

The Respondent will describe:

- How the solution will interface with the MDC clients
- The recommended mobile data solution
- The cost for each on the Pricing Sheet

Records Management System (RMS) Interface

The District intends to pursue interfaces to existing law enforcement and fire RMS. Currently, no interfaces exist with an RMS; however, the proposed system must allow for implementation if desired in the future, including cost for interfaces.

Automatic Vehicle Location (AVL) Interface (Future)

The District intends to implement an AVL function as a component of this CAD system procurement. AVL data for each unit shall be available system wide so that each unit can view AVL data for any other unit on the system, as controlled by system administrators, to provide maximum situational awareness. The district will consider alternatives in the implementation of the AVL components, which include, but are not limited to, selecting the successful Respondent's version or pursuing an independent application. Regardless, an interface to an AVL system shall be included in each Respondent's response, as well as a description and cost. The District reserve the right to include, or not include, the successful Respondent's AVL system in this procurement.

System Hardware And Software Requirements

The proposed CAD system shall be the manufacturer's most recent version available for installation that meets the requirements of this RFP. Respondents shall describe the model proposed and its associated components. Respondents shall include a configuration diagram as a graphical representation of the system to be provided. Respondents shall furnish detailed specifications related to all components required for the installation of a complete, working system. Albuquerque Public Schools will purchase hardware through the Districts established procurement methods. Respondents shall certify and fully support equipment purchased for this procurement by the District if purchased to the specifications provided by the Respondent.

Fault Tolerance For CAD

The proposed CAD system must be fully redundant and designed for high availability. In an environment in which any incident potentially can develop into a life-or-death situation, system reliability and availability are paramount. The extremely high reliability achieved by fault tolerance is therefore mandatory. A fault-tolerant system is defined as one that will continue operation despite any single hardware or software failure. This means that all critical system components must have a backup that takes over automatically in the event of failure. (Dual Servers – storage etc.)

Personnel should be able to log in at any workstation and begin work. A geo-diverse solution for failover and redundancy is desired. Vendors must describe the availability architecture of the proposed solution, including database mirroring and failover, network load balancing, exception handling, system logging, and system management. Vendors must describe the recommended minimum and optimum specifications – including the redundant and fault-tolerant capabilities – for the system hardware that the District will purchase, including servers, storage, power, and networking equipment. Detail Statement: Vendors must describe the failover process of the proposed solution, including the estimated time for the failover process to complete.

System Uptime

Because of the critical nature of a CAD system, the proposed solution must be capable of a minimum 99.999 percent uptime. Uptime is defined as the availability of the application to the user. Extended downtime so that maintenance, upgrades and application software enhancements can be performed is unacceptable.

Online Maintenance And Repair

The system will have established maintenance and repair schedules and procedures that can be performed while keeping the processes in operation. Providing cost-effective maintenance alternatives will maximize availability of the application. The capability of the system must allow the user to maintain the system using commercially available management tools and without extensive training

Data Warehouse-Data Lake

The District intends to implement a data-warehousing-lake component of this system. The Respondents must describe the data-warehousing-lake capabilities available in the proposed system. This discussion will include the

scope of data that can be warehoused, accessibility of data and security capabilities. The data warehouse must have the capability to restrict the access to data by agency, by role and by data element (e.g., restrict access due to HIPAA and CJIS requirements).

Training

The District expects that the selected Vendor will provide customized training regarding the use and configuration of the CAD system and associated interfaces. The training will include operational and functional training to all users; and administrative training to each administrative staff, which covers all aspects of operating and managing the system. Mobile data training will be exclusively train-the-trainer. If applicable, the following are examples of topics to be included in the administrative training: · Workstation administration to include Microsoft Windows® administration · Server administration to include Microsoft Structured Query Language (SQL) server and SQL server reporting services · Infrastructure management to include Microsoft System Center Operations Manager · Embedded applications administration: All Vendor-provided training will be completed prior to system go-live and on the application version to be implemented. Detail Statement: Vendors must provide a sample training program incorporating the training components described above.

Report Development

The District requires Vendors to provide a list of currently developed law enforcement, fire/rescue and EMS reports that will be provided with the CAD system being proposed. The system provides for the use of Crystal Reports Type of reports, with the CAD system data and with the data warehouse-lake data, for the creation, storage and editing of District-developed customized reports. Incident reports must be generated on the New Mexico State Uniform Incident report form. The cost of licensing and training for the report development software shall be included in the Cost Data Form. The selected Vendor shall include a complete data dictionary for all data tables as a deliverable prior to go-live.

Required Documentation

The Respondents will provide a network diagram with the proposal for the proposed system. Prior to final system acceptance, the successful Respondent will provide an as-built network diagram for the installed system components: The successful Respondent will provide a complete database schema and data description for all data elements, for all components and datasets. The successful Respondent will provide a complete set of application user's guides prior to the start of user training. The successful Respondent will provide a complete set of system administrative guides prior to the start of administrator training: The final copies of the user and administration guides will be provided prior to system go-live. The successful Respondent will provide a complete set of interface operation and administration guides prior to final system acceptance. All documentation and reference materials are updated with each version release. All Vendor-created documentation will be provided in electronic and hard copy formats. The successful Respondent will provide a complete set of operation and administration guides related to backup and recovery processes prior to final system acceptance: The successful Respondent will provide a complete set of release notes and resulting changes to documentations prior to each system version update.

Data Migration

Legacy data migration will be required at the district's discretion, from the current CAD systems to the selected Vendor's CAD system.

The District understands that intermediate steps may be required. This function includes system tables and historic call data. The District expects that data migration will be completed prior to go-live. Data migration should not affect the implementation timeline of the project.

System table data migration will occur prior to the start of system configuration and include unit recommendation tables, unit identification (ID) and descriptors, nature codes, premises histories, premises alerts, and hazards. Call data migrated will include the last seven years' worth. The District expects that the migrated data will be available to the CAD workstations and integrated with the CAD system application.

Vendors must describe the methodology and schedule for data conversion from the current CAD system to the proposed CAD system.

Legacy data parameters, as of, are as follows:

- The number of event records
- The number of audit records consisting of comments, units, unit status, and other transaction-based records
- The number of premises items related to address, e.g., hazards, alerts
- Current disk space required for legacy data on the present system

Confidential Data

Data collected by software solution must meet HIPAA Device and Media Control Standards regarding the disposal (HIPAA Security Rule 164.310(d)(2)(i)), final disposition and the subsequent replacement of media storage devices associated with electronic protected health information.

Data collected is property of APS and vendor shall allow retrieval of data stored when APS terminates contract.

Warranty

The licensor owns the software or; has license to use it and the software will work as described in functional specifications and does not contain any known harmful code.

Vendors shall warrant that:

1. The software shall substantially conform to the functional specifications.
2. The software or service provider has necessary equipment and trained personnel to perform the services consistent with industry standards.
3. The software will be free of material or hidden defects.
4. The services will be performed in a workmanlike manner.
5. The software or service provides will comply with all applicable laws
6. The software or service provider warrants that it maintains an information security process with physical safeguards appropriate for the sensitivity of customer data.

Vendors also shall provide a detailed statement of warranty exclusions. The District reserve the right to reject any proposal based upon stated exclusion of warranties

Security

Vendor software solution shall maintain software security that meet or exceed industry standards. Vendor shall conduct security audits to ensure data is safeguarded.

Support/Maintenance

Vendors must provide support services 24 hours a day and seven days a week (24 x 7). This service must be available any hour of the day via a toll-free dial-up number. A web-based trouble reporting system shall be available for non-critical issues. Vendors or their subcontractors must have the ability to access the system remotely using the districts secure VPN facility for troubleshooting and to perform system diagnostics. For all critical system problems reported, Vendors shall provide an immediate response to the incident and shall initiate corrective action no longer than 30 minutes from time of notification. Within two hours of any major failure, reporting personnel must be either onsite or logged into the system to analyze the cause of the problem and to effect corrective action. Equipment or components required onsite for emergency maintenance must be specified and provided.

In all instances of a critical system failure, the Vendor must effect corrective action within one hour of problem reporting or escalate the problem to its senior support staff for their immediate resolution, at no added cost to the District.

Critical system failures are defined by the District as the inability of a dispatcher to enter calls into the CAD system or to dispatch emergency responders to any reported event, or the inability of field units to receive call

information or transmit service/status notifications. The severity of the system failure will be determined by the District and may be upgraded depending on the situation. One printer, call-taker, dispatcher or mobile unit/position down may not constitute a critical system failure, depending on the number of workstations in the PSAP.

Vendors must provide documentation of their escalation policies and procedures to be followed if a problem is not responded to or resolved within the timeframes referenced above. The advancement through the escalation levels will be based on the critical nature of the incident. The escalation policy will include the names and contact information of supervisors and/or managers of increasing levels of responsibility within the Vendor's organization, up to and including the Chief Executive Officer (CEO). Vendors shall warrant that the system supplied under any contract will be operational and available 99.999 percent of the time during the warranty and support periods. The warranty period or support period will be extended on a day-for-day basis for each day the system performance falls below this level.

EVALUATION CRITERIA

EVALUATION CRITERIA

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

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

	Possible Points	Points This RFP
Qualifications Submit company profile; Submit detailed information describing your company's qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company's competence as it relates to the competencies required to perform the requested services.	15	
Experience Submit a minimum of three (3) past and/or current customers that your company has provided similar services as the requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address. Please include current contracts with other public entities and include information on contracts that were not rewarded or renewed with other public entities.	15	
Assigned Personnel to APS Submit information of your company's staff that will handle or manage all aspects of the awarded contract with APS. Include roles, responsibilities, staff resumes and organizational chart.	5	
Software Solution Describe in detail the software solution that meets or exceeds requested specifications. This would include Exhibit A - Specifications list and detailed information. Vendors shall provide a detailed description of the offered warranty. Include a description of support services and system updates and/or upgrades to be provided. Vendors must provide documentation of their escalation policies and procedures to be followed if a problem is not responded to or resolved within specified timeframe.	25	
Implementation Describe in detail the approach in which your company will implement the software solution. Include timelines, milestone, deliverables, etc. Please include a detailed project timeline. Vendor should include the vendor's assumptions and expectations of APS staff regarding implementation. If legacy data is migrated, provide process and time-table for migration task.	20	
Pricing Submit detailed information stating your company's pricing.	20	
Total Possible Points	100	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. <ul style="list-style-type: none"> 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	10	
Total Possible Awarded Points	100-160	
Interviews/Demonstrations	20	

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

Round One: Evaluation scores will be based upon the written responses provided to the District for the RFP using the evaluation criteria above. After all responses have been evaluated and scored, the Committee will invite a limited number of the highest scoring responses to participate in “Round Two” where they will be able to present to provide a demonstration/interview to the Evaluation Committee. The number of Vendors who are invited to participate in the second round will be determined by the Committee after all the written responses have been collected, evaluated and scored.

Please Note: Round One will have a maximum point value of 100-110

Round Two: This will include a demonstration/interview to the Committee. Vendors will be notified via e-mail that they have been invited to participate in this round. Vendors will be given further information with their invitation on logistics for demonstration/interview. Vendors will also be expected to provide “sandbox” or demo environments during this phase for the district to explore certain functionality.

Final score will be based on written proposal score and demonstration score.

The District reserves the right to conduct negotiations with Vendors.

During this negotiation period, the District will not disclose any information derived from proposals submitted or from discussions with the other Vendors.

SUBMITTAL REQUIREMENTS

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

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

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

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

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

PROPOSAL – DETAILED REQUIREMENTS – Maximum 150 pages

1. Proposal Format

Please label each section as indicated below:

- Letter of Transmittal
- Qualifications
- Experience
- Assigned Personnel to APS
- Software Solution
- Implementation
- Price Proposal
- Required Forms

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM

SUBMIT WITH YOUR PROPOSAL

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

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

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

Name	
Title	
E-Mail Address	
Telephone	

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 the Terms and Conditions governing the Procurement.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



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

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



**SIGN
WHERE
APPLICABLE**

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: _____

ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

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

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



Signature

Title

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

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

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Price Proposal
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

- Submit your response via Vendor Registry by the due date and time
<https://vrapp.vendorregistry.com/Vendor/Register/Signup>

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