



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 19-041 RR

RFP TITLE: E-Rate Wireless Upgrade Phase V Remove & Replace

RFP Schedule

Action	Date & Time
RFP Issued	01/25/2019
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	02/04/2019 @ 5:00pm (local time)
RFP Due Date and Time	02/22/2019 @ 2:00pm (local time)
Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

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

RFP Submittal Location

Physical Address (No USPS Mail*) For Walk-in Delivery or Carrier Service (UPS, FedEx, etc.)	USPS Mailing Address Allow 5 additional business days for APS internal delivery
Albuquerque Public Schools ATTN: Procurement Department 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87110	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87124-0704
Ensure that the following information is clearly labeled on the sealed package containing the proposal. Please note: if the sealed bid is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: Offeror's Business Name (not an individual's name), RFP Number & Title, RFP Due Date & Time. *APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.	

RFP Term

One (1) year contract, with the option for an additional one-year extension.
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TABLE OF CONTENTS

TABLE OF CONTENTS	PAGE #
OFFERORS' GENERAL INSTRUCTIONS	3
TERMS AND CONDITIONS	8
PROTESTS	12
SCOPE OF WORK	13
OVERVIEW	14
RFP SCHEDULE	14
PURPOSE OF RFP	14
EVALUATION CRITERIA	23
SUBMITTAL REQUIREMENTS	25
FORMS & ATTACHMENTS	28
COMPLIANCE	33
CHECKLIST	38

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 district departments, employees or the evaluation committee. Any contact with a district department, employee or evaluation committee may result in rejection of any proposal.
Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District 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 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 form in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS 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, per 13-1-132 NMSA, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
13. **BRAND NAMES:** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications
14. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as denied 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 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**
17. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP. Time is subject to Mountain Standard Time. Albuquerque Public Schools does not accept proposals electronically, by fax, or email. A hardcopy with original signature must be submitted.

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

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

18. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 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 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 the District.
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 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 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 the District that a firm(s) has/have been selected to enter into a contract for services.
 - “Contract” shall mean an agreement for the procurement of items of tangible personal property or services.
 - “Contractor” shall mean the successful Offeror.
 - “Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
 - “Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.
 - “Evaluation Committee” shall mean a body constituted to evaluate proposals and make selection recommendation.

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

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

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

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

“Owner” shall be Albuquerque Public Schools.

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

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

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

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

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason(s) for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 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 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 the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.
 - B. Termination by the District
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (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, the District 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 the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

- i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
- ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

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

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

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

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

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

12. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with the APS. The APS shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the APS the contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS's access to books and records of such party.
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 the APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the 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 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 the APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with the APS.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and the 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 the 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's designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.

25. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
26. **PAYMENT:** Any invoice received and payment made shall be subject to APS's terms and conditions (NET 30) unless specifically waived by APS in a separate written document and not this RFP or any response.

PROTESTS

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

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, the 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 the 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 contract for furnishing all labor, materials and equipment to provide wireless upgrade phase V- remove and replace services in compliance with National Codes, Telecommunications Industry Standards and District Standards, at various School and Administrative sites throughout the district.

NOTE: This procurement excludes, cabling for fire systems, intercom, access control and audio visual.

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 for work to be performed on a project in one hundred twenty five or more.

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

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

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

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

Codes: 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.

- Executive Technology Director – Jason Johnson
- Manager of Enterprise Cabling Division – Tony Otero, RCDD/EE98j
- Manager of Networking Division – Demetrius Brandon
- Procurement Interim Director - 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 Wirescope), power source and light meter, Visual Fault Locators and an OTDR.
- If a **major malfunction** of the equipment occurs (when the entire system is inoperative), the contractor shall respond onsite to the customer within four (4) hours from the time the contractor first receives the customer's request for maintenance and will complete such repairs within 48 hours. The contractor shall be able to respond to multiple major malfunction calls at any one time. Overtime hours must receive prior approval from APS designee.
- If a **minor malfunction** occurs, the contractor shall respond to the customer during normal working hours within 24 hours from the time the contractor first receives the customer's request for maintenance and shall complete such repairs within 48 hours. The contractor shall be able to respond to multiple minor malfunction calls at any one time. Procedures defined under this Paragraph 4 are applicable.
- **Emergency Requests** - Contractor will be expected to respond immediately to a request for work to be performed. APS Network Services shall arrange access to buildings.

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 un-safe 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.

SCOPE OF WORK

Remove and Replace 2417 Wireless Access Points (WAPs) in 48 sites

APS Technology is currently utilizing Aruba Wireless controllers and the Aruba Mobility Master for management and delivery of wireless connectivity and as such, prefers Aruba Wireless Access Points for seamless integration and management.

Note: If another solution is proposed, vendors need to clearly demonstrate that the solution is capable of providing the same features as the existing Aruba solution (see list below). Vendors will proposing alternative solutions must also include certified training for 2 System Admins and 2 techs and show how the system would integrate with the district's current system for seamless operation and management.

See Appendix A for a listing of all sites and number of WAPs to be replaced per site.

APS Technical Specifications:

The current solution possesses the following capabilities:

- Live upgrades; where firmware updates can be performed with no service outage, this means controller cluster must be supported for High Availability design
- The ability to auto configure 20Mhz, 40Ghz or 80Ghz channel widths based on the RF characteristics of the environment on a per school basis.
- The ability to intelligently move clients between APs based on optimal environmental conditions to solve for sticky client problems
- The ability to migrate between cloud based or on premise management without the need to rip and replace existing access point hardware
- Be compatible with the existing WLAN architecture to eliminate RF interference between access points and ability to automatically adjust power and channel assignment when interference sources are detected
- Support for 802.11ax compliant Access Points
- Ability to support ~75 clients per access point while performance is not noticeably degraded
- Integrated policy enforcement firewall capability based on assigned roles of users and devices.
- The ability to support application layer firewalling at the access point for application classification and policy enforcement
- Role-based authentication and access to users and devices, centrally within the controller.
- Support for Multi-Zone/Multitenancy in the event APS needs to share hardware resources (AccessPoints) with other education institutions to provide separate secure SSIDS while using the same access points that can terminate SSIDS at each institutions controllers.

Scope of Services

1. Contractor shall remove all existing HP (460/560 Models Wireless Access Points (WAP) from each of the 48 sites listed in Appendix A. Contractors will utilize existing As-Built, site walks, and APS IT representative to identify existing WAP and replace with new Aruba WAP AP-515 (Q9H63A), or equivalent, wireless access points. WAPs must be installed utilizing the Aruba Mounting Kit (R1C72A) or equivalent, if another brand is proposed. If the proposed solution will not be compatible with the existing Aruba Mounting Kit the bid cost MUST include the costs associated with an appropriate mounting kit, removal of the existing mounting kit, and installation of the new mounting kit. Reuse existing patch cables unless damaged. APS will provide additional patch cords if required. Contact APS for more details. No moving of the wireless access points is required for this SoW. The bidder will just remove and replace the existing access points.

Exception: Any temporary located WAPs, those that are not hard mounted on the wall or ceiling, need to be brought to the attention of the APS IT representative so that permanent install can be arranged. The permanent mounting of these units will be addressed outside this RFP, however, the WAP itself is a replaceable item that should be included based on the WAP count provided for each school site. If there are WAPs that are needed beyond the count that was provided, contact the APS IT representative so arrangements can be made to have said device replaced. Contractor will not be liable for overages on WAP counts.

2. Work Area Outlets; 2 port Faceplate, office Stainless Steele are the standard faceplate used in Wireless Access Point Locations. In the event that one's missing and or damaged APS with supply.

3. Patch Cables; APS to provide if required.

1. Replacement patch cords (if needed) shall exceed ANSI/TIA/EIA and ISO/IEC Category 6 Specifications

2. Patch cords shall be UL listed and UL-C certified.

3. Cables colors for the following uses will be:

- a. Blue - Data
- b. White - Phone Analog / Fax
- c. Yellow - Wireless
- d. Green - Security Cameras
- e. Black - Electrical
- f. Gray - Intercom
- g. Purple – Mechanical

Administration Identification: Remove and replace only; Wireless Access Points / Labeling required. All wireless access points shall be labeled by the contractor for each new installed WAP per District's standards. Labels shall be permanent, waterproof, and readable with permanent lettering and shall not be removable by normal cable handling or normal operations. WAP Labeling may include the following: TO Port # (e.g. 2.0-1-23), MAC address (00-00-00-00-00-00), and site number – Serial # (e.g. 575-0123456); to be located on the face of the WAP; visible and legible. Note: in the event that cables and or faceplates are not labeled or labeled with the correct numbering scheme please label per APS Standards. Winning contract award will work with the Technology department to determine exact labeling requirements.

Note: in the event that cables and or faceplates are not labeled or labeled with the correct numbering scheme please label per APS Standards. Winning contract award will work with the Technology department to determine exact labeling requirements.

As-Built Requirements

As-BUILTs are not required for this project. However, winning contractor shall notify Technology Cabling team of any WAPs that are not properly documented on the provided As-BUILTs.

[Current As-BUILTs](https://goo.gl/omJRHF) for the 48 sites for this project can be found here: <https://goo.gl/omJRHF>

Removal and Storage of the old Wireless Access points / Electronics:

The Vendor will remove all replaced Wireless access points / electronics from the site. The Vendor will be responsible for the box and labeling of returned items. The Vendor will coordinate with an APS IT representative with the return of replaced electronics to the APS Data Center.

Note: All HP560 WAPs that have an e-rate (colored) label shall be placed in a box with an inventory listing the site location that the WAPs came from along with the corresponding tag numbers for each box of old HP560's. All other WAPs, e.g. HP 460's, shall be returned to APS Technology but only the site location and quantity of old WAPs per box will be required.

School Scheduling and Coordination:

The Vendor is responsible for providing a schedule for all projects/ Gant Chart and start and end dates.

Schedule Detail Requirements / Open Project List: The Vendor is required to complete an “Open Project List” spreadsheet on a bi-weekly basis. The “Open Project List” spreadsheet will be provided by APS. Electronic copies via Email.

School Site Coordination: The Vendor will be required to coordinate the switch installation with the APS Technology Department, the school principal, and the school’s technical contact. The Vendor will be required to follow up with an email to all parties confirming the cutover dates and schedule for each location. Failure to properly notify the APS Technology Department and the school may result in postponement or rescheduling of the project at that school location. APS not responsible for any delays.

House Cleaning: Keep all sites clean of debris after work has been performed. Remove any trash that was existing and or was created by you the IT vendor. Note: when Cleaning of Electronics please use static free cleaners. APS exterior commercial trash bins may be used to dispose of debris.

APS Background Check Requirements: All vendors are required to get an APS background check for each employee before that employee is allowed to enter and work on APS school property. The background checks are coordinated with the APS Police Department. There is a cost associated with the background check.

School Access- Key Shop Procedure: School access will need to be coordinated with the IT department prior to starting any projects.

Asset Report

Selected vendor must provide a detailed asset report using the system and format as specified by the District that will include but not be limited to labeling, tagging, and reporting of asset to ensure compliance with District and E-rate Asset Control/Tracking Procedures. Label to contain WAP ID, Year of e-rate purchase, ID number, detailed location (Rm 101, West Hallway #3 of 7, etc.) Report to District would contain all of the above including purchase order number, serial number(s), asset tag number by each site.

Sample Report

SCHOOL: Sample HS		Albuquerque Public Schools			
E-Rate Year: 2019		SAMPLE INVENTORY SHEET			
Date: 1-29-19					
Make	Model	Part#	Serial#	Physical Location	Telecom Outlet Location
Aruba	Aruba AP-515	Q9H63A	CN12ABC34	Office A118	D6.0-101
Aruba	Aruba AP-515	Q9H63A	CNOBB9M01D	Office A119	D1.01-87
Aruba	Aruba AP-515	Q9H63A	CN07B9P02Z	Office A120	D7.0-1-08
Aruba	Aruba AP-515	Q9H63A	CN07B9POOJ	Hall H110	D1.02-88
Aruba	Aruba AP-515	Q9H63A	CNOBB9NOOR	Library	D1.0-1-06
Aruba	Aruba AP-515	Q9H63A	CNOBB9NOOF	Cafeteria	D1.02-2-04

Aruba	Aruba AP-515	Q9H63A	SG1049K03T	Computer	D1.0-1-06
Aruba	Aruba AP-515	Q9H63A	SG1049K059	Room 213	D8.0-1-21

Asset Label: Example:



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 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
E-Rate Eligible Cost: Material	35	
E-Rate Ineligible Costs: Material	05	
Experience – Past Performance	05	
Assigned Personnel- Contracting Staffing	05	
Technical Standards	30	
Delivery/Scheduling	15	
Warranty	05	
Total Possible Points	100	
Interview (if needed)	50	
Total Possible Awarded Points	100-150	

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

SUBMITTAL REQUIREMENTS

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

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

Offeror shall submit one (1) original proposal clearly marked ORIGINAL, five (5) identical copies clearly marked COPY and one (1) identical electronic copy (flash drive labeled with your company name and RFP number). Electronic copy is not email or Fax copies, these are not acceptable.

PROPOSAL – DETAILED REQUIREMENTS

1. Proposal Format

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

Proposals shall not exceed 60 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page, Tab 1, 9,10 , table of contents, front cover, back cover are not counted towards the 60 page maximum total. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles:

Tab 1 – Letter of Submittal

Tab 2 – Experience – Past Performance

Tab 3 – Assigned Personnel – Contract Staffing

Tab 4 – Technical Standards

Tab 5 – Delivery

Tab 6 – Warranty

Tab 7- Appendix B APS E-rate Wireless Upgrade Ph V R&R cost sheet
E- Rate Eligible Costs and E-Rate Ineligible Costs

Tab 8 – Bid Bond; Letter of Surety for Performance/Material Bonds; Certificate of Insurance; Contractor License

Tab 9– Required Forms

2. Tabs/Evaluation Categories:

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 10 as shown below. Pages within each Tab shall be numbered consecutively.

TAB 1 - LETTER OF SUBMITTAL

TAB 2 – EXPERIENCE – PAST PERFORMANCE

Provide a minimum of three previous or current projects providing services as requested in the Scope of Work. Include description of service, contact person name, telephone number and email address.

TAB 3– ASSIGNED PERSONNEL- CONTRACT STAFFING

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.

TAB 4- TECHNICAL STANDARDS

Provide Information on Electronics offered. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an

“equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.

Specification Sheets should be provided for or equal electronics offered.

TAB 5 – DELIVERY/SCHEDULING

Provide information on delivery and lead time; Provide information on delivery lead times as well as Installation Schedule assuming an April 1st, 2019 start time. (It is the goal of APS to complete this project in the shortest amount of time possible, without causing interruption of services)

TAB 6- WARRANTY

Provide information on product warranty and procedures to follow if warranty claim is required.

TAB 7- Appendix B APS E-rate Wireless Upgrade Ph V R&R cost sheet E- Rate Eligible Costs and E-Rate Ineligible Costs

1. Before submitting a proposal, each Offeror shall carefully examine the RFP; and shall include in the proposal the cost of all items required by the RFP.
2. Contractors shall utilize Appendix B APS E-rate Wireless Upgrade Ph V R&R cost sheet for pricing on APS Website as it is an auto calculating form based on individual inputs. Contractors will need to fill in the items in Column C, Rows 3-7 as well as the labor cost for each site in Column E, and column N for E-Rate Ineligible Costs. All of the other items will calculate based on those variables.

Variables that are required for this proposal:

Aruba AP-515 WAP (Q9H63A) or equivalent

Aruba AP-MNT-MP10-E Mount (R1C72A) (note: this is only available in packs of 10) or equivalent

Aruba LIC-ENT Enterprise License Bundle E-LTU (JW471AAE) or equivalent

Fixed Fee Reimbursement (fixed fee; not a percentage)

Labor Cost per site (All-inclusive of installation)

Cost Proposals based on the following:

- The Scope of Work identified in this RFP.
- A Bill of Materials will be required to be submitted to APS upon request.
- Actual Material Cost means the amount supplier paid for materials with no mark-up.
- Actual invoices will be required to be submitted to APS upon request.

3. Fixed Fee Reimbursement

“COST PLUS FIXED FEE”

You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149).

All equipment and/or items (not labor) furnished under this contract shall be sold to APS at the cost of the invoice total plus a pre-determined, agreed by both parties, *fixed-fee reimbursement* amount which will allow contractor to cover overhead and G&A expenses plus fee / profit costs.

The *fixed-fee reimbursement* amount requested above will be applied to invoices in fixed, incremental, one-hundred dollar ranges. As required, this fixed-fee amount is to be listed on a separate line item of the final invoice to APS. A copy of the original invoice for parts / materials will be required and must be attached to the final contractor’s invoice to APS for compliance. The

minimum threshold amount set to apply the fixed-fee reimbursement amount is \$100.01. Materials totaling \$100.00 and under will be billed to APS as a “pass-through” charge with no fixed-fee reimbursement amount added.

***See Appendix B APS E-rate Wireless Upgrade Ph V R&R cost sheet 12-4 Locked Cells** for pricing form. Please note that once awarded, the Contractor must submit a price proposal matching the amount on the submitted cost sheet for each school as a separate PO will be generated for each school site.

TAB- 8

Bid Bond

Letter of Surety for Performance/Material Bonds;

Contractor’s License

Certificate of Insurance

W-9

Subcontractor Listing Form

TAB 9 – REQUIRED FORMS

Signed Campaign Contribution Disclosure Form

Signed Conflict of Interest and Debarment/Suspension Certification Form

Signed Statement of Confidentiality

Specification Exception Form

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM

Submit with your proposal

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

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

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions governing the Procurement and the fixed fee table included in this RFP.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



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

PRICE PROPOSAL FORM

OFFEROR'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

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

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

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

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

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

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

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

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

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

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Fax: _____ Email: _____

Affix Corporate Seal if proposal is by Corporation)

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

– OR –

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

Signature Date

Title (position) Offeror Business Name



**CONFLICT OF INTEREST, 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 Form
- Appendix B APS E-rate Wireless Upgrade Ph V R&R cost sheet
- Contractor License
- Bid Bond-
- Letter of Surety for Performance/Material Bonds
- Certificate of Insurance
- Subcontractor Listing
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

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



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.

Type "B" - GENERAL BUILDING

Effective January 1, 2018

	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/ Stonemason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Cement Mason	20.37	9.78	0.67
Electricians-Outside Classifications			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
Inside Classifications			
Wireman/Technician	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
Sound Classifications			
Installer	23.39	8.31	0.67
Technician	28.95	7.52	0.67
Soundman	27.01	8.31	0.67
Elevator Constructor	41.10	32.40	0.67
Elevator Constructor Helper	28.77	32.40	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	16.75	5.88	0.67
Paper Hanger	16.75	5.88	0.67
Drywall Finisher/Taper	24.00	9.47	0.67
Plasterer	22.07	8.16	0.67
Plumber/Pipefitter	28.95	11.38	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Soft Floor Layer	24.00	9.47	0.67
Sprinkler Fitter	29.90	19.67	0.67
Tile Setter	23.52	8.10	0.67
Tile Setter Helper/Finisher	15.59	8.10	0.67
Laborers			
Group I	16.09	5.68	0.67
Group II	17.00	5.68	0.67
Group III	18.00	5.68	0.67
Group IV	20.25	5.68	0.67
Operators			
Group I	20.32	6.47	0.67
Group II	22.38	6.47	0.67
Group III	22.82	6.47	0.67
Group IV	23.24	6.47	0.67
Group V	23.41	6.47	0.67
Group VI	23.62	6.47	0.67
Group VII	23.73	6.47	0.67
Group VIII	26.61	6.47	0.67
Group IX	28.89	6.47	0.67
Group X	32.13	6.47	0.67
Truck Drivers			
Group I	14.76	6.25	0.67
Group II	15.00	6.25	0.67
Group III	15.50	6.25	0.67
Group IV	15.51	6.25	0.67
Group V	15.60	6.25	0.67
Group VI	15.75	6.25	0.67
Group VII	15.90	6.25	0.67
Group VIII	16.11	6.25	0.67
Group IX	16.32	6.25	0.67

NOTE: All Contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.