



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP #23-084CG

Enterprise Resource Planning Software and Services

NIGP Commodity Code: 20810

RFP Schedule

Action	Date & Time
RFP Issued	04/04/2023
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.	
Pre-proposal vendor conference https://plantemoran.zoom.us/j/89760383508	04/18/2023 @ 10:00am (local time)
Deadline for Questions	04/25/2023 @ 5:00pm (local time)
RFP Due Date and Time	05/16/2023 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry).</i>	
Evaluation of Proposals	May - August 2023
Finalist Offerors Demonstrations (Offerors are strongly encouraged to hold these dates in the event that they are selected as a finalist)	Weeks of July 31 and/or August 7, 2023
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Charlotte Gensler
Phone Number	505-880-2591
E-Mail	Charlotte.gensler@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

RFP Submittal

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.

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

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

Electronic proposal submissions must include the following files:

- Electronic proposal in searchable PDF format
- **Appendix A** (printed, signed, and scanned copies of all forms and signature pages, which should be combined into a single PDF)
- **Appendix B** in Excel format

All proposals MUST include the vendor response forms provided in **Appendix A**.

RFP Term

Albuquerque Public Schools (hereinafter referred to as APS, or the “District”) reserves the right to enter into a ten-year contract with the awarded Offeror(s).

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OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **CONE OF SILENCE:** APS has adopted a “Cone of Silence” to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor’s representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.
3. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.

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

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
4. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
5. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
6. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
7. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages “confidential” for consideration to exemption. APS reserves the sole right to determine exemptions.

9. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred eighty (180) days after due date. If a best and final offer is requested, the offer is good for one hundred eighty (180) days after receipt of best and final offer.
10. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
11. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals. Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, “See Current Bids and RFPs”) prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
12. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
13. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered. Offerors are to indicate any exceptions taken to the RFP in their response in Appendix A. It will be assumed that the Offeror complies with any item not identified in Appendix A

The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
14. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant to NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications
16. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
17. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.
18. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

PLEASE NOTE: An Offeror cannot be awarded multiple preferences such as resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

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

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

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

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

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

The Procurement Department might not disclose or make public any pages of a proposal on which the Offeror

has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

28. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.

29. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” shall mean Albuquerque Public Schools (APS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

1. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
3. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
5. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.
7. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date). Bidders are required to identify the price escalation for the initial ten years of the contract as a part of their bid response. Any additional pricing escalation will only be considered upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
8. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
11. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
12. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and APS.

B. Termination by APS

1. For Cause

- a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor’s persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor’s violation in any substantial way of any provisions of this contract.
- b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor’s services have been so terminated by APS, the termination will not affect any rights or remedies of APS against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. For Convenience

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

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

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

Commercial Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000

Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Worker's Compensation and Employers Liability	\$1,000,000
Cybersecurity	\$1,000,000

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

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

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

15. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
16. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
17. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
19. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
20. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
21. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
22. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address). Proposal prices shall include all freight and delivery charges.
23. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

24. **INSPECTION**: Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
25. **ACCEPTANCE**: Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
26. **BUYERS REVOCATION OF ACCEPTANCE**: Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS**: The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
28. **INVOICES**: Vendor shall submit invoices directly to APS Accounts Payable, unless otherwise instructed. Invoices may be sent to accounts.payable@aps.edu. Each invoice shall include APS Purchase Order Number. Invoices that are missing APS purchase order numbers are not eligible for payment.
29. **PAYMENT**: Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
30. **USE OF DISTRICT NAME OR LOGO(s)**: Vendor may not use APS official name or logo, or any phrase associated with the District, without written permission from the Superintendent of Schools or their designee.
31. **DISPUTE RESOLUTION**: In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.
32. **CONTRACT REQUIREMENTS**: The District considers this RFP legally binding and will require that this RFP and the resulting vendor proposal be included as addenda to any subsequent contracts between the Vendor(s) and the District. It should be understood by the Vendor(s) that this means the District expects the Vendor(s) to satisfy substantially all requirements and reports listed within the RFP.

Exceptions to the terms and conditions of this RFP should be explicitly noted in the vendor proposals. **For any term or section of these documents to which vendors have not indicated any exceptions, the District will assume that vendors fully comply.**

Minimally, the Agreement must contain the following language and respective components:

a. *Identification of parties to the agreement clause*

Both the Vendor and the District shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

b. *Entire Agreement clause*

The Agreement, including appendices and referenced attachments, constitutes the entire agreement between the District and the Vendor and supersedes all proposals, presentations,

representations, and communications, whether oral or in writing, between the parties on this subject.

c. Agreement extension and modification clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and nonmaterial nature, such changes may be affected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

d. Term of the Agreement clause

The term of all licenses and support agreements shall be clearly identified in the Agreement, but shall not be for less than one year from the effective date.

e. Applicable and governing law clause

The Agreement shall be subject to all laws of the federal government of the United States of America and to the laws of the state of New Mexico. All duties of either party shall be legally performable in New Mexico. The applicable law for any legal disputes arising out of the Agreement shall be the law of (and all actions hereunder shall be brought in) the state of New Mexico, and the form and venue for such disputes shall be of the appropriate district, county, or justice court.

f. Notices clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when one of the following occurs:

1. Actually received
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or agreement amendment to the other party
4. Upon delivery by the District of the notice to an authorized vendor representative while at the district site

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

33. **PROJECT MANAGEMENT STAFF DESIGNATION:** The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this document shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to

act as project manager, who shall have the authority to act on behalf of the Vendor on all matters pertaining to the Agreement.

In the event that an employee of the Vendor is, in the opinion of the District, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within 15 days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor's organization remains the ultimate responsible party for performing the tasks and responsibilities presented in the Agreement.

34. **WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE:** The District has presented detailed technical specifications of the particular purpose for which the software and equipment is intended. The District has provided detailed descriptions and criteria of how the system can be defined to accomplish this particular purpose. The District has also defined the exact procedures and techniques to be employed in testing whether the system has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, the District's particular purpose, the Vendor, at the time the Agreement is in force, has reason and opportunity to know (i) the particular purpose for which products are required, and (ii) that the District is relying on the Vendor's experience and knowledge of these products to provide those that are most suitable and appropriate. Therefore, the Vendor warrants that the system is fit for the purposes for which it is intended as described in this document.

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 (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

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

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than a 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 70,000 students and 11,000 employees.

Albuquerque Public Schools is seeking to replace its current Enterprise Resource Planning (ERP) system. The District is currently using Infor Lawson which is cloud-hosted and has a subscription-as-a-service (SaaS) current term 12/1/2021 to 11/30/2024, however it can be extended as needed. APS has been utilizing Lawson since 2003 for financials and 2005 for human resources and payroll. APS is seeking proposals for a cloud-hosted SaaS ERP software solution.

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 from qualified vendors for an Enterprise Resource Planning solution. Vendors may partner with another provider to supply a complete best-of-breed solution. If your response contains proposed services from multiple providers, all responding parties must be clearly identified and a synopsis of the partner relationship as well as the party that will serve as the prime vendor/contact for the District must be detailed. The District reserves the right to "unbundle" the responses and proceed with the provider(s) deemed most suitable.

SCOPE OF SERVICES

1. CURRENT ENVIRONMENT

APS's current ERP software solution is Infor Lawson. In addition to Lawson, APS utilizes third-party software products for more specific needs including, but not limited to document management, time & attendance, recruiting and applicant tracking, and asset inventory tracking. The majority of these third-party software products do not fully integrate with Lawson.

The technical environment at APS includes internet services provided to the primary and backup data centers at speeds of 5Gbps. Both connections are fully managed with redundant devices configured for automatic failover. The Wide Area Network (WAN) consists of dedicated 10G fiber to each school with 40G fiber between the primary and backup data centers. The laptop environment (no desktops) includes Dell laptops and Chromebooks, and Apple laptops. Windows 10, Mac OS, and Chrome OS are used on these devices as well as Google Chrome (standard), Microsoft Edge, Mozilla Firefox, and Apple Safari for internet browsers. Administrative devices tend to be the oldest and while they are eligible for replacement after 5 years, there may be devices as old as 8 years that are still being used. Other devices are typically replaced on a 4 year cycle.

APS may retain some current third-party software applications, and requests that proposing vendors indicate their ability to integrate with these applications using the *Integrations* form provided within **Appendix A**. Vendors should also indicate costs for providing these integrations in the appropriate space provided within the *Pricing* form of **Appendix A**. If vendors provide integrated software within their ERP solution that may replace some of the listed third-party applications, APS encourages vendors to propose these software modules as options using the spaces provided within the *Pricing* form of **Appendix A**.

2. SCOPE

APS requests that vendors propose on all of the base bid software modules that their solution offers. Vendors who do not offer certain base bid modules may partner with third parties to provide a complete solution, if desired. All of the base bid services listed below must be provided for the scope of the project vendors are bidding.

An outline of the required software system solution has been provided below:

BASE BID MODULES	BASE BID SERVICES
<ul style="list-style-type: none"> • Reporting & analytics • General ledger • Budgeting • Purchasing • Accounts payable • Accounts receivable and invoicing • Cash receipts • Employee expense reimbursement • Fixed assets • Project & grant accounting • Human resources • Payroll • Position control • Benefits • Employee self-service • Internal Warehouse (s) APS Material Warehouse and APS Maintenance & Operations Warehouse • Any other necessary software components to support the proposed solution 	<ul style="list-style-type: none"> • Project management • Software installation and configuration • Data conversion • Report and form development • Integration and interface development • Software modifications, if any • Implementation services • Training services, including development of training materials • Testing services • Change management • Knowledge transfer to staff • System documentation development • Operational redesign assistance • Ongoing support and maintenance services • Ongoing hosting services

The goals of this system are to:

- Increase data quality, integrity, and reliability
- Reduce and eliminate manual processes
- Support strategic decision-making and planning
- Streamline workflow and communications
- Deliver a self-service environment

3. MINIMUM REQUIREMENTS

The proposed system must meet the following minimum requirements. If your system does not comply, please do not submit a proposal:

3.1 Installed base

The proposed system must have an installed base in K-12 school districts of similar size and complexity to APS nationally. Preference for an installed base in K-12 school districts in the state of New Mexico will be considered.

3.2 Current version

The proposed solution must currently be operational at other clients. Do not respond based on a future release. By implication, you must be able to demo a live (albeit anonymous) database.

3.3 SaaS-based

The system must be a Software-as-a-Service offering and be hosted in the cloud by the vendor or at a third-party site arranged by the successful vendor. The system must be accessible via a variety of web browsers (i.e., Chrome, Safari, Edge, Firefox, etc.). There is a preference for the system to be developed using web technologies. For the purposes of this RFP, a SaaS software offering is defined in **Section 3.5 – Pricing Model (see below)**.

3.4 Integration

The proposed solution must integrate seamlessly. The proposed solution must also have the ability to integrate with ancillary systems.

3.5 Report writer

The system must have a flexible, intuitive report writer tool, accessible to end users, that can access data from all modules, as well as external data, and has the ability to select, filter, sort, correlate, and summarize.

4. Proposal Format

To facilitate the comparison of vendor proposals, it is required that each proposal be organized into the following sections:

4.1 Executive Summary

The executive summary should at a minimum include the following:

- A. Executive letter highlighting how the proposed solution achieves the objectives of the District. This letter is to be signed by an officer of the organization submitting the proposal.
- B. Organizational overview: Company background and local branch organization support
- C. Description of application software, including points of integration between modules

4.2 Implementation Plan

- A. Implementation plan/approach
- B. Timeline
- C. Staffing plan
- D. Data conversion plan/approach
- E. Training plan
- F. Testing plan

4.3 Hosting/Technical Overview

- A. Hosting & cybersecurity environment
- B. Current architecture diagram
- C. Technical requirements including listing browsers supported, plug-ins and version numbers, and any client software required
- D. System performance
- E. List of all interfaces between proposed system and other K12 administrative systems in use at the district
- F. Ongoing support & maintenance
- G. Copy of standard support Service Level Agreement (SLA)

4.4 Roadmaps

- A. Application development roadmap
- B. Technical architecture roadmap

4.5 Full K-12 Public School Client List for Proposed Solution

4.6 Vendor Response Forms

- A. Vendor response forms (**Appendix A**). In addition to requesting information on your company, you must clearly indicate whether you either comply or take exception to any of the sections in this RFP. All vendors **MUST** submit the **Comply/Exception Form located in Appendix A**.
- B. Completed Pricing Forms (**Appendix A**) must be provided.
- C. Responses to all Application Software Requirements (**Appendix B**) must be provided. Specific statements concerning those areas where the proposal differs from the specifications should be presented.

4.7 Project Plan

The vendor will include in their response an overview of their project plan, including anticipated hours for the project, significant milestones, a communication plan and change management process (including charges for hours above and beyond those outlined in the original plan).

4.8 Product Information

The vendor must include hard copies of the technical specifications/data sheets for each of the products being proposed.

4.9 Additional Information

Additional information may be provided at the vendor's discretion.

5. Implementation Schedule

APS wishes to implement and go-live on their selected solution as soon as possible, while being mindful of best-practices for ERP implementation. APS requires that vendors describe both an **optimal** and an **aggressive** implementation schedule within their proposals. The **optimal** schedule should reflect the vendor's best-practice, recommended implementation schedule for an entity of APS's size and complexity and for a solution with the scope described in **Section 2 – Scope (see above)**. The **aggressive** schedule should reflect the vendor's shortest possible schedule and fastest go-live for APS.

The vendor should explain advantages and disadvantages of the **optimal** and **aggressive** implementation schedules within their proposals. The vendor should also indicate whether their proposed services costs for the **optimal** and **aggressive** schedules would be identical, or whether there would be any differences. For both schedules, the vendor should provide detailed project plans in Gantt chart or similar formats.

6. Pricing Model

Vendors are to provide pricing for a SaaS model solution for APS. A SaaS-model solution is defined as follows:

The system is installed and hosted by the vendor or at a third-party site arranged by the successful vendor. We define SaaS as a solution in which the vendor hosts the software and provides all hardware, disaster recovery, support, database administration, redundancy, and connectivity to the cloud. The solution must be web-based and require **NO** client-side software other than standard browsers with plug-ins that the vendor must identify in their response.

The successful vendor is responsible for the installation and configuration of all software and utilities necessary for a fully operational system. The successful vendor will be responsible for all installation, training, and conversion services. The successful vendor will be responsible for the entire hosting environment (e.g., servers, storage, security, environmental, operating software, and maintenance in this model).

Please note the following when preparing your proposal:

- Vendors shall provide firm and fixed pricing for the licensing based on the functionality described. For each item, indicate if the cost is one time, annual, or other. Vendors should indicate if their professional services fees are fixed or time-and-materials based.
 - In the event the product or service is provided at no additional cost, the item should be noted as *no charge* or with words to that effect
 - In the event the product or service is not being included in the vendor proposal, the item should be noted as *no bid*
 - Vendors shall provide all pricing alternatives in these cost sheets (*do not provide separate vendor-formatted price sheets*)
- The Vendor shall provide prices in U.S. dollars
- The Vendor shall make clear the rationale and basis of calculation for all fees
- The Vendor shall make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.)

7. Implementation Plan

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

- General implementation approach
- Project management approach
- Change management
- Data conversion plan
- Report development
- Forms development
- Integrations and interfaces
- Training
- Testing
- System documentation
- Knowledge transfer, including any tools, templates, or training materials that the Vendor will provide to APS
- Ongoing support and maintenance

The Vendor should not be constrained to only include the above items in the Vendor's proposal if the Vendor feels that additional items will add value to the overall implementation. APS requests that the Vendor provide their work plan in a Gantt chart format as part of the proposal. Additionally, the

successful vendor must provide and maintain a detailed Gantt chart, showing tasks, dates, responsibilities, interdependencies, milestones, and critical path items throughout the implementation.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.

8. Project Management

The Vendor will be required to provide project management services during the implementation to ensure that the project has the greatest possible degree of success. These services are to utilize industry standard project management tools and techniques. APS expects the awarded vendor will minimally provide the following:

- **Work breakdown structure:** Including tasks, responsibilities, interdependencies and milestones. It is expected that this tool will be used to manage activities during all phases of the implementation.
- **Issues log:** To track the status and resolution of all issues during the implementation.
- **Regular (weekly) status meetings and reports:** To advise project leadership at APS on the status of the implementation, including:
 - Progress to milestones
 - Project risks
 - Project budget
 - Upcoming activities
 - Homework items (outstanding and upcoming)
 - Other items as needed

9. Change Management

The Vendor will be required to provide change management services throughout the implementation. These services are to include the development and execution, in collaboration with the District's implementation team, of a detailed change management plan which will minimally address the following:

- Approach and methodology to:
 - Identify anticipated changes resulting from the project
 - Prepare SPS staff and stakeholders for changes
 - Manage the implementation and adoption of those changes
 - Plans and strategies to sustain desired outcomes from changes
- Change management roles & responsibilities for:
 - Vendor provided change management lead and other resources
 - District staff:
 - Sponsors/leadership
 - Project management team
 - Implementation team
 - Staff and stakeholders
- Other change management best practices for consideration
-

10. Software Installation

The Vendor is expected to specify, furnish, deliver, install, and support all system software for the hosted solution.

Please see detailed questions in **Appendix A**.

11. Software Configuration

The Vendor is expected to meet with APS to review and discuss software configuration prior to implementation. The outcome of these meetings will determine how the software shall be configured to best meet the needs of APS.

Please see detailed questions in **Appendix A**.

12. Architectural and Application Development Roadmaps

Vendors are to provide their architectural and application development roadmaps for the next three to five years.

13. Report Development

It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. It is also expected that the system will provide the ability to upload and download information ensuring integrity of uploaded information.

The Vendor is expected to provide assistance to APS staff in the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Please see detailed questions in **Appendix A**.

14. Data Conversion Plan

As part of this implementation, vendors are required to provide data conversion of the files indicated in **Appendix A**. The Vendor is required to perform data verification to confirm that all data was transferred successfully and will be required to obtain APS's signoff for confirmation as well.

The successful vendor(s) is expected to assist APS in the conversion of electronic data conversion as well as with the coordination and planning related to manual data conversion (e.g., hand keying) to the new system. It is expected that APS will be responsible for data extraction from current systems and for data scrubbing and pre-processing the data. The successful vendor(s) will be responsible for overall data conversion coordination, definition of file layouts, and automated data import and validation into the new software. It is expected that APS will be responsible for any manual data conversion (e.g., hand-keying).

Vendors should provide pricing for converting current, year-to-date, and prior year data as the base bid, and should also provide pricing for each additional year's worth of data as an option.

Please see detailed questions in **Appendix A**.

15. Integrations and Interfaces

It is expected that information would only need to be entered once into the system. Modules within the system should be integrated in real time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of APS.

16. Training

APS has an expectation that:

- A. All power-user and technical training will be performed on site through implementation and be performed by the Vendor.
- B. End-user implementation training will be via vendor-provided training for power users and can use a train-the-trainer approach for extended areas with significant users including joint participation by the relevant APS process owner and APS IT services staff person supporting the process area.
- C. The Vendor will include training for APS staff on the technologies required to support the new system.
- D. The awarded vendor will be responsible for providing training materials (in electronic format) for the initial vendor-delivered training as well as for use by APS for subsequent training.

Any training that cannot be easily accommodated or is not practical to be performed on site should be specifically identified. APS is open to conducting remote training via the internet but wishes to understand the pros and cons of such an approach.

The Vendor should provide an overall description of their training approach that addresses the following (see **Appendix A** for specific questions):

- General time frames in which training will be conducted, given the go-live schedule stated earlier in this document
- List the nature, level, and amount of training to be provided in each of the following areas:
 - Technical training
 - User training
 - Other staff (e.g., executive-level administration)
- Types of training documents that will be developed by the Vendor. Vendors should provide sample training materials with their proposals.
- Tools that will be used in developing the training material
- Ongoing training opportunities

Please see detailed questions in **Appendix A**.

17. Testing

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed during the implementation effort and the type of assistance they anticipate providing to APS related to testing:

- A. System testing
- B. Integration testing
- C. Stress/performance testing
- D. User acceptance testing

18. System Documentation

The Vendor is expected to provide user manuals and online help for use by APS as part of the initial training and ongoing operational support. Additionally, the Vendor is expected to provide technical documentation. Describe what types of documentation you anticipate developing during the course of

the project. Vendors must also provide access to existing documentation for review by the Selection Committee.

19. Knowledge Transfer

The Vendor should describe their process for ensuring that knowledge transfer to APS staff occurs (both technical staff and end users), such that staff is capable of providing Level 1 end-user support in the most efficient manner.

20. Staffing Plan

The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel who will be assigned to the project to include the following information:

- A. Role on the project
- B. Number of years employed at your company
- C. Number of years conducting their proposed role on the project
- D. Expected amount of time (hours) that they will be committed to the project
- E. Relevant previous experiences

If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project. Additionally, the Vendor should address the following items:

- A. Identify the degree to which vendor staff will be on site versus off site during the project
- B. Demonstrate your ability to provide continuity of skilled consultant resources throughout the duration of the project
- C. Describe the degree to which activities will be performed during normal business hours versus off-hours

Likewise, APS requests that the Vendor provide an overall staffing plan for the project, including identification of district resources that would be utilized during the course of the implementation in terms of hours or full-time equivalents (FTEs), both for APS's IT services department staff as well as those within the various district process-owning and process-using departments.

21. Ongoing Support And Maintenance

The Vendor shall be responsible for Level 2 and Level 3 support of the system and shall include these services in the annual cost proposal. Please see detailed questions in **Appendix A**.

Likewise, APS requests that the Vendor provide information with respect to expectations of the district staff involvement in providing ongoing support of the application.

22. Hosting Requirements

Proposals for SaaS model solutions must meet the following requirements:

- A. The system must be available 24 x 7 x 365 with a minimum of 99.9% uptime, measured on a **monthly** basis. **A service level agreement specifying this guaranteed uptime and describing credits for performance below this guaranteed level must be provided with your response.** The service level agreement must meet the requirements specified in **Section 2.23** of the RFP.

- B. Maintenance windows must be scheduled outside of normal business hours, and agreed upon with District staff. Windows should be pre-defined and communicated to District staff. Any non-standard window must be communicated to District staff at least two weeks in advance, with the exception of emergencies. In an emergency, vendors are to work with District IT staff to determine appropriate time and communication to staff.
- C. All data must reside in the United States at all times.
- D. All system data and files should be regularly backed up to a secondary data center/disaster recovery site outside of the main data center's same weather pattern and power grid. Backups shall occur such that the longest amount of time for transaction loss does not exceed 4 hours.
- E. Vendors must have a documented Security Incident Response Plan (SIRP) that addresses the vendor's plan for preventing, detecting, and responding to security breaches or cyberattacks in which the District's data or operations may be compromised.
- F. Vendors must have a documented Disaster Recovery Plan (DRP) that addresses recovery and maintenance of system data and operations in response to hazard or emergency scenarios. This plan should be tested regularly to ensure that it is both tangible and actionable.
- G. Vendors must have a documented Business Continuity Plan (BCP) that addresses localized or system outages that create an impact to one or more business functions. The BCP should account for the rapid restoration of services and redundancies in technology or process.
- H. Vendors must be compliant with SSAE18 SOC2 and must provide a copy of their most recent audit report prior to contract award.
- I. In the case of a hosted or SaaS solution, APS reserves the right to inspect and investigate thoroughly the data center facilities, equipment, business reputation, and other qualifications of the vendor and any proposed subcontractors and to reject any proposal irrespective of price if it shall be determined that the vendor is deficient in any of the essentials necessary to assure acceptable standards of performance. APS reserves the right to continue this inspection procedure throughout the life of the Agreement that may arise from this RFP.

Vendors must respond to questions in **Appendix A** with regards to new releases, OS patching and data locations. Please provide a copy of your service level agreement that guarantees 99.9% uptime.

23. Service Level Agreement

The District has the service level expectations for the proposed solution; the proposed SLA shall minimally include the following:

- A. Definition. "Availability" shall mean the availability of the proposed software solution for use by the District to access, view, process, and use content. The successful vendor shall use commercially reasonable efforts to make the software solution available with a Monthly Uptime Percentage of at least 99.9% during any calendar month. Subject to the SLA Exclusions, if the successful vendor does not meet the Service Level Commitment, the District will be eligible to receive a Service Credit. Any unavailability of the software solution resulting from scheduled maintenance for which the successful vendor provided advanced notice will not be deemed to be non-Availability, except to the extent such scheduled maintenance time is in excess of four (4) hours in the applicable calendar month.
- B. Measurement. Availability measurements of the software solution shall be performed by the successful vendor.

- C. Service Level Commitment. During each calendar month, the successful vendor shall provide an average combined Availability of no less than 99.9%.
- D. Uptime and Penalties: Every month, the successful vendor will compare confirmed actual uptime to the targets described in the table below. In the event that actual uptime does not meet the targeted uptime, the following credits will be issued to the District, on a monthly basis.

Service Level based on actual uptime	Remedial action/penalties
Above 99.9%	Remedial action will be taken to address issues causing any downtime.
98.00 to 99.9%	10% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime.
95.00 to 97.99%	25% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime
93.00 to 94.99%	50% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime
Below 93%	100% and, at Authorized User's sole discretion, termination of such Authorized User's order

- E. Incident Management Procedure. The successful vendor shall respond to an incident resulting in the District's loss of use or functionality of the software solution ("Incidents") in accordance with time intervals and other requirements corresponding to the applicable Incident priority levels set forth in the below table. Incident priority levels will be reasonably determined by the successful vendor in a manner consistent with the below descriptions. The District shall provide commercially reasonable assistance to the successful vendor in connection with the successful vendor's efforts to respond to an Incident.

Incident priority level	Definition of Incident Priority Level	Response and Resolution Guarantees
Critical	An incident causing application failure, downtime	Vendor will respond to incident within 30 minutes and will resolve incident within 4 hours.
High	An incident causing loss or failure of critical/essential functionality required to do business for which no temporary workaround is available	Vendor will respond to incident within 2 hours and will resolve incident within 8 hours.
Medium	An incident causing loss or failure of critical/essential functionality for which a temporary workaround is available	Vendor will respond to incident within 4 hours and will resolve incident within 12 hours.
Low	An incident causing loss of non-essential functionality for which a temporary workaround is available	Vendor will respond to incident within 8 hours and will resolve incident within 24 hours.

- F. Notification. The successful vendor shall make available to the District monthly uptime data for the District to determine whether an unacknowledged non-Availability incident has occurred in the previous calendar month.
- G. Notifications of Scheduled Maintenance. The successful vendor shall provide the District at least twenty-four (24) hours advance notification of scheduled maintenance to the Digital Content Product. Notwithstanding the foregoing, scheduled maintenance shall not occur Monday through Friday between 7 a.m. and 6 p.m. CST.

24. Other Costs

If any costs are associated with your proposed services that have not been identified in prior sections, they must be detailed here. Any such charges will be clearly identified, and all nonrecurring and monthly costs should be provided. These other costs, if any, must be shown using the form **Appendix A**.

Application Software Requirements

Appendix B contains the application specifications for each desired system application module. In each of the above subsections, the **most critical** requirements for each application are presented. We believe that the majority of the requirements identified for these applications can be met by packaged software products with minimal software modification.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within their software system. Vendors, at their option, may propose on specific sections only. The responses should be entered into the attached Excel spreadsheet under the “**Vendor Response**” column of the attached functional specification as follows:

- Y** Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table-driven setups, and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
- R** Functionality is provided through reports generated using proposed reporting tools.
- T** Functionality is provided by proposed third-party functionality that has a standard integration or interface with the primary vendor solution (i.e., third party is defined as a separate software vendor from the primary software vendor). *This third-party software must be included in your costs in order to be identified as a “T” in your response.*
- M** Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, which may have an impact on future upgradability.
- F** Functionality is provided through a future release that is to be available within one year of the proposal response.
- N** Functionality is not provided.

Please return a copy of these files **in Excel format** in electronic format with your proposal.

APPENDICES (PROVIDED SEPARATELY)

Appendix A – Vendor Response – District Information, Forms, Questionnaires

Appendix B – Software Specifications

Appendix C – Business Process Workflows (to be provided via Addendum 1)

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, Native American Resident Business, New Mexico Resident Veteran Business or Native American Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by each business. Obtain more information:

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

Please Note: An Offeror cannot be awarded both a resident business preference and a resident veteran business preference or a Native American resident preference and a Native American resident veteran contractor preference.

The Preference(s) 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
Functional Compliance	400	
Vendor Fit	250	
Technical Solution	150	
Pricing	200	
Total Possible Points	1000	
New Mexico Resident Business or Native American Resident Business Preference: Eight 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.	80	
Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference: Ten percent of the total possible points to a resident veteran business or native American resident veteran business preference Ten percent for Resident Veteran Business/Contractor with annual revenues of \$6 million or less in the preceding tax year as verified by State of NM Tax & Revenue.	100	
Total Possible Awarded Points	1000-1100	

**** Demonstrations**

- Finalist Offerors Demonstrations (**Offerors are strongly encouraged to hold these dates in the event that they are selected as a finalist**).
- Finalist Offerors will be re-scored after demonstrations using the same evaluation criteria and same possible points for final score.

SUBMITTAL REQUIREMENTS

ATTENTION:

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



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

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

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

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



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

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

– OR –

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

Signature Date

Title (position) Offeror Business Name



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

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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



Signature: _____ **Date** _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

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**
- Electronic proposal in searchable PDF format
- Appendix A (printed, signed, and scanned copies of all forms and signature pages, which should be combined into a single PDF)
- Appendix B in Excel format
- 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 Native American Resident Contractor (or Veteran Resident Contractor or Native American Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable

Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**

<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

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

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