



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 19-029RR

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

RFP Schedule

Action	Date & Time
RFP Issued	December 7, 2018
Mandatory Pre-proposal Meeting	December 12, 2018 @ 9:00am (local time)
Pre-proposal Location	John Milne Board Room, City Centre, Alice Bruce King Educational Complex, 6400 Uptown Blvd, Albuquerque NM 87110
Deadline for Questions	December 18, 2018 @ 5:00pm (local time)
Deadline for Addenda	December 21, 2018 @ 5:00pm (local time)
RFP Due Date and Time	January 18, 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.	

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. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP Submittal Location

Physical Address (NO 1st CLASS OR PRIORITY USPS MAIL) (*For walk-in delivery or carrier service (UPS, FedEx, etc.))	US Postal Mail Address - (allow 10 extra days for delivery)
Albuquerque Public Schools Attention: Procurement Dept. 6400 Uptown Blvd NE Suite 500 E Albuquerque, NM 87110	Albuquerque Public Schools Attention: Procurement Dept. City Center Suite 500 E PO Box 25704 Albuquerque, NM 87125-0704
The outermost envelope of your proposal shall be clearly labeled with the following: Proposers' business name, RFP number and RFP title, and due date & time. Please note: if you put your sealed bid inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well.	
*Please note: APS does not have a mailbox on site. For US Postal Mail, we can only accept delivery at our P.O. Box. If you send a US Postal Mail package or letter to the 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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PROPOSER'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. **SUBMISSION OF RFP:** 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 his proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.

Proposer shall submit one (1) original proposal, five (5) identical copies and one (1) identical electronic copy. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Offeror.

3. **COMMUNICATION WITH DISTRICT:** 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 or employees. Any contact with a district department or employee may automatically result in a rejection of any proposal. Any other communication will be considered 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.

Any contact during this RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.

4. **ELECTRONIC BID DOCUMENTS.** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Bidder's possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS shall govern.
5. **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.
6. **ADDENDUMS:** Offerors should revisit the website: <http://www.aps.edu/procurement/current-bids-and-rfps> before submitting their proposal to ensure all addendums have been obtained. All addendums must be acknowledged in the submitted proposal. All documents will also be placed in USAC's E-Rate Productivity Center (EPC) under the Form 470 application number 190007672.

No Addendum will be issued later than SEVEN (7) 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.

7. **CORRECTIONS.** 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.
8. **PRICE IS ALL INCLUSIVE.** The proposal price shall be an all-inclusive price that includes all materials, labor, bonding, etc. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the RFP.
9. **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.

10. **RFP PRICING DURATION.** Responses, including proposal prices, will be considered firm for one-hundred twenty (120) days after the due date of the proposals.
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 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.

The District reserves the right in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose non conformity is waived.
12. **TIMELY SUBMISSIONS.** It is the offeror’s responsibility to ensure the bid 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 RFP submission due date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your proposal early.
13. **RFP CANCELLATION OR REJECTION.** 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.
14. **RFP OPENING.** Submitted proposals shall not be publicly opened. A public log will be kept of the names of all Offerors that submitted proposals

Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible offerors submitted responsive offers with resulting agreements most advantageous and in the best interest of the District.

The District reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this Request for Proposal

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will 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.
15. **NEGOTIATIONS.** The District reserves the right to discontinue negotiations with any selected Offeror.

The contents of the proposals shall not be disclosed during any negotiations that may occur. 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 RFP. Awarded in this context means the final required District signature on the contract(s) resulting from the procurement has been obtained.
16. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.
17. **AFTER AWARD.** This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/ or valid Purchase Order is executed.

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, 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

DEFINITIONS AND TERMINOLOGY

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

“Agency” shall mean Albuquerque Public Schools (APS)

“**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.

“**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.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a bid.

“**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 a Bidder 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 bid.

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

“**Albuquerque Public Schools**”: Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico (also called “APS”).

“**APS**”: Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico.

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

“**Contractor**” means successful Offeror awarded the contract that holds a current State of New Mexico contractor license.

“Contract” means an agreement between Albuquerque Public Schools and a New Mexico licensed contractor for the work covered by this RFP.

“Contract Documents” means any one, or combination, of the following documents: Request for Proposal, Addenda, Agreement between the Owner and the Contractor for General Conditions of the Contract, and the drawings and specifications.

“Contractor” means any person, corporation, or partnership that has entered into a contract with a state agency or a local public body.

“Design Professional” means architect or engineer.

“Engineer” means a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

“Evaluation Committee” A body constituted to evaluate proposals and make selection recommendation and or selection.

“Firm” means the company or other business entity referenced for the purpose of identifying, individually or collectively: a contractor, or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

“General Provisions” - The terms **“can”**, **“may”**, **“should”**, **“preferably”**, or **“prefers”** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Offerors proposal.

“Mandatory Requirements” - The terms **“must,” “shall,” “will,” “is required,”** or **“are required”** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor may result in the rejection of the Offeror’s proposal. Rejection of the proposal will be subject to review by the Evaluation Committee.

“Owner”, as defined in the Agreement between the Owner and Contractor, shall be Albuquerque Public Schools.

“Prime Contractor” means the New Mexico licensed contractor selected.

“Project Architect, Project Engineer, Contract Engineer or Contract Architect” means architect/engineer.

“Project Design Team or Contract Architect or Engineer Design Team” means all members of the Design Professional’s firm, including its consultants, who are responsible for the design of and who will be participating in the construction and completion of the project.

“Proposal” is the Offeror’s response to this RFP.

“Request for Proposals” or **“RFP”** means this document, any attachments incorporated by reference, and any amendments issued for use in soliciting proposals for construction of this project.

“RFP documents” means any one or any combination of the following documents: Request for Proposals, technical proposal; price proposal; financial proposal; contractor’s qualifications statement.

“Responsive Offer” or **“Responsive Proposal”** An offer or proposal which conforms in all material respects to the requirements set forth in the RFP as determined by the Evaluation Committee/APS Procurement. Material respects of an RFP include, but are not limited to quality, quantity or delivery requirements.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

“Selection” A formal written notice by the construction buyer, APS Procurement that a firm has been selected to enter into a contract to provide this service.

“Staff Architect or Construction Manager” The person designated as the point of contact by the FD+C to act on its behalf, concerning the scope of work and requirements of the contract documents for the project.

“Technical Irregularities” Are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. The Evaluation Committee / APS Procurement may waive such irregularities, or

allow an Offeror to correct them, if either is in the best interest of Albuquerque Public Schools. Examples include the failure of an Offeror to:

- a) Submit the number of signed proposals required by the RFP;
- b) Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or
- c) Acknowledge receipt of an amendment to the RFP, but only if: a) it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

"User" means the school district staff occupying the facility or facilities, for which a project is being designed.

"User Contact" is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

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 not be held responsible to 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 invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason 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 NTTTC 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 13-1-28 through 13-1-199 NMSA 1978, 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. **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.
 - 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 ten (10) days written notice, terminate the service of Contractor. 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.

9. **INDEMNIFICATION:** The Proposer 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 Proposer's operation shall be repaired and/or restored to their original condition at the Proposer's expense.

10. **INSURANCE (If Applicable):** The successful proposer 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

11. **AUDIT:** The District 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 District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers 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 proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools
14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District 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 District.
16. **NON-DISCLOSURE:** The proposer 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.
17. **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).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
19. **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.
20. **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.
21. **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.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.
23. **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

23. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of APS.
24. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.
25. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District 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 in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). 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 (13-1-173 NMSA 1978).

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 (13-1-174 NMSA 1978).

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 13-1-183 NMSA 1978.

5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 19

I. OVERVIEW OF RFP AND PROJECT

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Albuquerque Public Schools (APS) is requesting competitive sealed proposals with the intent of entering into 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. All potential Offerors are to read, understand and accept the requirements of this Request for Proposals (RFP), especially the **mandatory requirements**.

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

B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS

Albuquerque Public Schools (APS) is the largest school district covering a 1200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board of seven members serving staggered terms of four years each governs the district. The Albuquerque school district maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms and administrative offices. The district strives to keep pace with Albuquerque's growth. The approximately 81,000 APS students plus 5000 charter school students and 13,000 employees.

C. PROJECT DESCRIPTION

See Scope of Work

The District reserves the right to add to or delete from the Scope of Work set forth in this RFP.

D. PROJECT FUNDING

Albuquerque Public Schools has funds to administer this project and will be referred to throughout the contract documents as the "Owner".

E. MANDATORY PRE-PROPOSAL MEETING

Attendance at the pre-proposal meeting is mandatory. The pre-proposal meeting will be conducted at the John Milne Board Room, Alice Bruce King Educational Complex ABKEC aka City Center, 6400 Uptown Blvd., Albuquerque, NM 87110 on December 12, 2018 at 9:00 AM local time. All contractors who intend to submit a proposal for this procurement, must attend this meeting. Only those contractors who attend this mandatory pre-proposal meeting are eligible to provide a response to this procurement.

F. PROPOSAL SECURITY

Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of your proposal (For example \$1,000,000.00 x .05% = \$50,000.00), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each price proposal.

The Offeror will provide, with the 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 Performance; Labor, and Materials Payment Bond for projects which exceed \$25,000.00. Costs for any required bonds shall be included in the company unit costs for labor, materials and fixed fee.

No Offeror may withdraw his proposal for **45 days** after the actual date of the opening thereof.

G. SUBCONTRACTOR LISTING FORMS

This RFP contains a subcontractor listing which is applicable for a listing threshold of \$125,000 for this RFP.

H. NEW MEXICO PREVAILING WAGE RATES

Wages to be paid as a result of a contract awarded could be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the Contractor will not relieve the Contractor from becoming aware of or complying with such determinations.

I. PERMITS, PLAN CHECKING FEES, OTHER CHARGES

Offerors shall be responsible for securing all applicable bonds, permits, including any Plan Checking Fees as charged by the City of Albuquerque (or any other applicable entity or agency with jurisdiction over the projects) for checking Contract Documents prior to obtaining a permit. Costs for securing permits, bonds and checking fees will be reimbursed as a pass through expense with no mark-up allowed.

J. APS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

All current behavioral policies of the APS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on APS property, shall be deemed to be in force for the Contractor's work forces when they are on APS property, including the project work site.

K. METHOD OF AWARD(S):

The Owner intends to award this procurement to the highest ranked Offeror(s) in accordance with the Request for Proposals requirements. Further, based on the district's needs, APS reserves the right to issue a multiple award(s). The Owner reserves the right to reject any and all proposals, to waive technical irregularities, and to award(s) the contract to the Offeror whose proposal it deems to be in the best interest of the Owner.*

***NOTE: Please read all of the RFP documents carefully for mandatory requirement**

EXPLANATION OF SELECTION PROCESS EVENTS

1. Mandatory Pre-Proposal Conference

This meeting provides potential Offerors an opportunity to request clarification about the procurement process and discuss the intent of the proposal. A representative from each interested prime contractor is required to attend.

If the prime contractor is absent from the mandatory pre-proposal meeting, it precludes participation as an offeror on this proposal.

2. Submission of Written Questions

This deadline for the submission of written is identified in the sequence of events schedule.

3. Last Addendum Prior to Submission of Proposals

This is the deadline by which APS must issue all addenda for this procurement so that Offerors have time to finalize their proposals. Refer to the schedule of events section for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Request for Proposals and any information required shall be included in each Offeror's proposal.

4. Submission of Price Proposals, and Submission of Technical Proposals

a) **Receipt of Proposals:**

Each proposal will consist of Volume 1 - Price Proposal (one original) and the Volume 2 - Technical Proposal (one original and five copies as well as a digital copy on USB, if there are discrepancies the Original copy will be utilized).

Volume 1 and Volume 2 shall be submitted in two separate sealed envelopes or packages and are due on January 18, 2019 @ 2:00 PM (local time). Clearly label each envelope or package with the RFP number, volume number & name, Offeror's name, address and due date.

Offeror shall deliver proposals to location as noted on RFP Cover.

It is solely the Offeror's responsibility to ensure that Proposals arrive at the due date, time and location. Proposals may be delivered early to avoid any possible delay of the submission.

Proposals may be hand carried/delivered or shipped/mailed by common carrier, courier of US Postal Service. **No other method of delivery will be allowed. Telephone, telegraphic, facsimile offers will NOT be accepted.**

5. Proposal Evaluation

The Evaluation Committee will meet to review all proposals. The Evaluation Committee may decide to hold interviews with the highest-ranked Offerors. The Evaluation Committee reserves the right to award(s) the contract without interviews.

6. Notice of Finalists (if interviews are to be held)

If the Evaluation Committee decides to hold interviews, APS Procurement shall notify all Offerors in writing stating which Offerors will be invited to interview.

Note: The Evaluation Committee may hold interviews with the highest-ranked proposals, where there is a natural break in the scoring. The number of interviews, if held, will be at the discretion of the Evaluation Committee. The Evaluation Committee reserves the right to award(s) the contract without interviews.

7. Interviews of Finalists (if interviews are held)

If interview(s) are to be held, the date, time, and location of the Interview Meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Finalist Offerors that includes the points to be allocated to each question.

NOTE: A "Pre-Interview" meeting may be held by APS Procurement, if it is determined it is in the best interest of the short-listed Offerors and the Project, to answer questions regarding the interview process, and to distribute the list of prepared questions to be addressed.

8. Contract Negotiations

The Owner reserves the right to enter into negotiations with the apparent successful Offeror per NMSA 13-1-115, and will begin contract negotiations as soon as possible after the Notice of Intent to award(s). If contract negotiations are not finalized within a reasonable period of time, the Owner may conclude negotiations with the selected firm and begin negotiations with the next ranked firm based on final ranking.

9. APS Board Approval

The Procurement Department shall present the selected Offeror's proposal to the Board of Education for approval, first by the Finance Committee of the Board, and then by the full Board, at their next regularly scheduled meetings.

10. Notice of Award(s)

APS Procurement shall prepare the Notice of Award(s) and send it to the selected Offeror(s).

STANDARD CONDITIONS GOVERNING THE PROCUREMENT

1. Third-Party or Subcontracting Contractor Contract Responsibilities

Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award(s) is made on a quality-based evaluation process, reassignment of Contractor duties and responsibilities to a third party is not acceptable.

2. Amendments or Modifications to a Proposal by Offeror

An Offeror may submit an amended proposal prior to the deadline for receipt of proposals. Such an amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble proposal materials for the Offeror.

3. Offeror's Rights to Withdraw Proposal

No Offeror may withdraw their proposal for **45 days** after the actual date of the receipt thereof (Proposal Due Date).

4. Termination of RFP

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Owner determines such action to be in the best interest of APS. The RFP process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Offeror.

5. Sufficient Appropriation

Any contract(s) awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the successful Offeror will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

6. Release of Information

Only the Owner is authorized to release information covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award(s) related to this RFP.

7. Clarifications from Offerors

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

8. Licensing Requirements

The Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the proposal, provide copies of all of the Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need be provided only if requested of the Owner. Attached State of New Mexico Wage Decision is in compliance with Federal Davis Bacon Act.

9. Subcontractors

Any request for substitution on the part of the Owner or the Offeror shall comply with this section.

Since the award(s) is made on a qualification-based evaluation process, replacement of subcontractors after award(s) and prior to contract execution may cause the Offeror to be disqualified.

CONTRACTUAL AGREEMENT AND BONDS

1. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS (Projects in excess of \$25,000.00)

- a) A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico will be required from the successful Offeror prior to award(s) of a contract. The Performance and Labor and Materials Payment Bonds shall be AIA Document A312.

NOTE: APS reserves the right to reduce the amount of bond requirements based on its best interest.

2. TIME OF DELIVERY AND FORM OF BONDS

- a) The Offeror will, prior to commencement of Work, furnish such bonds.
- b) The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.
- c) The AIA A312 1984 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The bond shall be modified as follows:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the surety as provided under this bond.

3. SUBCONTRACTOR BONDING

Each subcontractor shall provide a performance and payment bond on a public works construction project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

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 Proposer(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.

TECHNICAL SPECIFICATIONS

A. GENERAL REQUIREMENTS

1. 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.

All installations shall comply with federal, city, county and state laws, ordinances, regulations, and codes as applicable. Contractors are required to own and maintain the most current edition of the NEC Code Book.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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

7. 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.

8. 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.

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

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

EVALUATION CRITERIA

SUBMITTAL REQUIREMENTS - PROPOSAL RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF PROPOSALS

Each Offeror's proposal shall be submitted in two parts,

Volume 1: Price Proposal

Volume 2: Technical Proposal

Only one (1) complete original proposal may be submitted by each Offeror.

B. SUBMISSION OF PRICE PROPOSALS – VOLUME 1

By the date and time of Submission of Price Proposals, Offeror shall submit one (1) original copy and one digital copy on USB, if there are discrepancies the Original copy will be utilized of each of the following documents:

Original Price Proposal, sealed in separate envelope, to include:

- ___ Item 1 **Offeror Information Form** (including the information listed immediately below)
 - ___ NM State License Number & Classifications
 - ___ NM DOL (Workforce Solutions) Certificate Number
 - ___ Contractor's New Mexico Gross Receipts Tax Number
 - ___ Contractor's Federal Employee Identification Number
 - ___ Acknowledgment of Receipt of Addenda (If applicable)
 - ___ Pricing Form
 - ___ Signature and Corporate Seal (if applicable)
- ___ Item 2 **Proposal Security** (Bond or Cash), **Agent's Affidavit**
- ___ Item 3 **Notarized Declaration Letter from Surety**
- ___ Item 4 **Certificate of Insurance**
- ___ Item 5 **Campaign Contribution Disclosure Form**
- ___ Item 6 **Conflict of Interest and Debarment/Suspension Certification Form**
- ___ Item 7 **Contractor's State of NM W-9 Form**
- ___ Item 8 **Offeror's Contractor's License(s)**

C. SUBMISSION OF TECHNICAL PROPOSALS – VOLUME 2

By the date and time of Submission of Technical Proposals, Offeror shall submit one (1) original, five (5) copies, and one digital copy of the Technical Proposal, each to include the following documents:

- Tab 1 Letter of Submittal
- Tab 2 Technical Standards (Refer to APS Technical Standard requirements listed in the Statement of Work section below)
- Tab 3 Warranty
- Tab 4 Delivery

After award(s) of a contract, all Offerors of record may make arrangements with the District to have their proposal copies returned or picked up. The District shall not be responsible for any shipping or mailing costs to return proposals. If Offeror does not request the return of proposals within a reasonable period of time, the District will shred and destroy them.

D. PRICE PROPOSAL – VOLUME 1 - DETAILED REQUIREMENTS

ITEM 1 - PRICE PROPOSAL FORM:

1. Price Proposals shall be presented in the form provided herein.
2. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form.
3. Proposal price shall include state gross receipts or local options taxes.
4. In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this Request for Proposals shall be in accordance with applicable state laws and, if price proposal amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price proposal amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
5. 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. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified APS Representative and the necessary changes shall be accomplished by addendum.

ITEM 2 - PROPOSAL SECURITY (BOND OR CASH):

Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of (5% of \$1,000,000.00 = \$50,000.00), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, which bond or check must accompany Offeror's price proposal.

No Offeror may withdraw his proposal for **45 days** after the actual date of the opening thereof.

ITEM 3 – NOTARIZED DECLARATION LETTER FROM SURETY:

The Offeror will provide, with the price proposal, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain a Performance Bond, and a Labor and Materials Payment Bond in an amount not less than 100% of the price proposal.

ITEM 4 - CERTIFICATE OF INSURANCE:

Offeror shall provide a Certificate of Insurance that meets the requirements listed in Project Manual Section 00 6000 Bond and Insurance.

ITEM 5 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The blank form is included in an Appendix of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

ITEM 6 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

Each Offeror shall complete this form (which is provided in the Appendix of the RFP) and include it in their proposal.

ITEM 8 – CONTRACTOR’S STATE OF NM W-9 FORM:

Each Offeror shall complete and provide a State of New Mexico W-9 Form.

ITEM 9 – OFFEROR’S CONTRACTOR’S LICENSE(S)

Each Offeror shall provide a photocopy of their Contractor’s License or Licenses.

E. TECHNICAL PROPOSAL – VOLUME 2 - DETAILED REQUIREMENTS

1. Technical Proposal Format:

Proposals shall be submitted in a spiral or 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 font.

Proposals shall not exceed 30 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 2 and corresponding attachments, table of contents, and tab 6 are not to be counted towards the 30 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 Technical Standards**
- __-Tab 3 Warranty**
- __-Tab 4 Delivery**

Any response that exceeds the referenced page limitation shall be considered unresponsive and will not be forwarded to the evaluation committee for consideration. If there are any questions regarding format requirements, please contact Robert Russell, Interim Director Procurement, prior to submission of Documents.

2. Tabs/Evaluation Categories:

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 6, as shown below. Pages within each Tab shall be numbered consecutively.

TAB 1 - LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter. Any submittal letter that omits any of the following information may be deemed ‘non-responsive’. The submittal letter shall include acknowledgment and, where appropriate, certification of the following:

1. Identify the name(s), title(s), telephone number(s), fax number(s) and e-mail address(es) of the person or persons who have authority to contractually obligate the Offeror for the purpose of this RFP and who has sufficient knowledge to fully address all matters and respond to all inquiries included in the RFP submittal. The Letter of Submittal shall be signed by one of the persons so identified.
2. Acknowledge acceptance of all conditions that govern the procurement. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosures and attachments submitted.
3. Acknowledge that, the omission of any material fact concerning requested information, or the submission of any material false or misleading statement, or misrepresentation of a material fact

concerning any requested or submitted information, may lead to the disqualification of the proposal as ‘non-responsive’.

4. Acknowledge that the Owner has a right to obtain relevant information from other sources (references) to determine that the Offeror is ‘responsible’.
5. Acknowledge that if awarded the contract, the RFP documents, and all terms and conditions stated therein, and all information, data, certifications, disclosures and addendum shall be incorporated as part of the Contract.
6. Acknowledge the receipt of all addenda to this RFP and list them by number.
7. Provide certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its prelisted subcontractors.

TAB 2 – Technical Standards

Provide the following information:

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 3 – Warranty

Provide the following information:

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

TAB 4 – Delivery

Provide the following information:

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)

Provide information on proposed equipment related to configuration and technical trouble shooting for non-HP electronics. (If Applicable)

A. EVALUATION CRITERIA

Short listing - A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate the proposals and may conduct interviews with Offerors. The Technical Proposal shall consist of **60 points** total, the Price Proposal shall consist of **40 points**, and the Interview (if held) shall consist of an additional 50 points.

The evaluation criteria to be used by the Evaluation Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

Volume 1 – Price Proposal

- | | |
|---|------------------|
| (1) E-Rate Eligible Cost: Material | 40 points |
| (2) E-Rate Ineligible Cost: Material | 5 points |

Volume 2 – Technical Proposal

(3) Technical Standards	35 points
(4) Warranty	5 points
(5) Delivery/Scheduling	15 points

TOTAL POINTS (before Interviews)	100 points
Interviews (if Held)	25 points

GRAND TOTAL (after Interviews, if held)	125 points
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APS intends to award(s) this project to the highest ranked Offeror(s) in accordance with the Request for Proposals. APS reserves the right to reject any and all proposals, to waive technical irregularities, and to award(s) the contract to the Offeror whose proposal APS deems to be in the best interest of APS.

B. STATUTORY RULES GOVERNING PROPOSAL EVALUATION

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. **Note: FAILURE** to adequately address and meet the requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

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

FACTOR	POINTS
<p>Technical Standards: Provide Information on Electronics offered as outlined below in Statement of Work. 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.</p> <p>Specification Sheets should be provided for or equal electronics offered.</p>	35
<p>Warranty: Provide information on product warranty and procedures to follow if warranty claim is required.</p>	5
<p>Delivery/Scheduling: 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)</p> 	15
<p>E-Rate Eligible Cost: Material All proposals must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible the vendor must clearly identify the E-rate eligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.</p>	40
<p>E-Rate Ineligible Cost: Material – All proposals must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible the vendor must clearly identify the E-rate eligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate eligible costs.</p>	5
<p>TOTAL EVALUATION POINTS</p>	100
<p>Interviews (if Held)</p>	25
<p>Total Possible Awarded Points</p>	125

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.

Your response shall not exceed thirty (30) single sided pages. The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

Proposal shall include:

1. **Letter of transmittal- see attachment**
2. **Attachments: All documents should be signed:** Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form, **Acknowledgement of Addendums**, **Copy of New Mexico Resident or Veteran Resident Certificate.**
3. **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.
4. **Warranty**
Provide information on product warranty and procedures to follow if warranty claim is required.
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)
6. **E-Rate Eligible Cost** - All proposals must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible the vendor must clearly identify the E-rate eligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.
7. **E-Rate Ineligible Cost** - All proposals must clearly identify the E-rate eligible costs associated with a given product or service. If a product or service is partially eligible the vendor must clearly identify the E-rate eligible portion. In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from E-rate ineligible costs.
8. **Attachments: All documents should be signed:** Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form, Acknowledgement of Addendum.

SCOPE OF WORK

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-Builts, 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-Built 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-Built.

Current As-Built 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:



PROPOSAL 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.**

- The following RFP information is clearly labeled on the **very outer envelope** (please note: if you put your sealed proposal inside of a FedEx, UPS, etc. envelope, all of this information must be written on that outer envelope as well) of your sealed proposal:
 - Offeror's Business Name** (not an individual's name)
 - RFP Number & Title
 - Opening Date & Time
 - Proper Delivery Address (see cover page)
- Letter of transmittal **SIGNED**
- Completed Conflict of Interest and Debarment/Suspension Form **SIGNED**
- Campaign Contributions Disclosure Form **SIGNED**
- Volume 1 - Include one original and one electronic copy
- Volume 2 - Include One (1) original, five (5) identical copies and one (1) identical electronic copy of your proposal. Electronic copy is not e-mail; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.
- Include information requested in submittal requirements 'Review all clarifications/questions/answers. (if applicable)
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate
- Offeror's Information Form
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

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

ATTACHMENTS

Appendix A APS E-rate Wireless Upgrade Ph V R&R Sites (APS Website)

Appendix B APS E-rate Wireless Upgrade Ph V R&R cost sheet 12-4 Locked Cells (APS Website)

LETTER OF TRANSMITTAL FORM

Submit with your proposal

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

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

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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



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

PRICING FORMS

Cost Proposal Information

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)

NM Gross Receipt Tax

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.

**The Fixed Fee Reimbursement for actual material cost is as follows:

“COST PLUS FIXED FEE” – DESCRIPTION AND EXAMPLE

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. Applicable local taxes also apply. For this contract, a spend benchmark range of \$0.01 to \$100.00 has been established for contractor to derive to such fixed-fee. APS understands that prices of parts / materials may fluctuate, but this fixed-fee reimbursement amount will remain firm for the duration of the contract.

State, in dollars, your fixed-fee reimbursement amount requested for every (increment of) \$100.00 spent in purchases of parts / materials: **i.e. \$ 9.00 (for purposes of this example only)**

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.

For example, a contractor requests a *fixed fee reimbursement* amount of \$9 for the first, and every subsequent, \$100.00 spent on parts / materials. The total cost of an invoice for (parts / materials) purchases made for a particular project is \$362.95. The resulting *fixed-fee reimbursement* amount would be \$36.00 (listed on a separate line item of the final invoice to be submitted to APS), applicable tax (7%) \$27.93; the final invoiced amount to APS = \$426.88

Parts / Materials	\$362.95
<i>Fixed Fee Reimbursement</i>	\$ 36.00 (1 st \$9.00 for \$0.01 to \$100.00; 2 nd \$9.00 for \$100.01 to \$200.00, 3 rd \$9.0 for \$200.01 to \$300.00, 4 th \$9.00 for \$300.01 to \$400.00)
<u>NMGRT (at 7%)</u>	<u>\$ 27.93</u>
Invoice Total	\$426.88

State the *fixed-fee reimbursement* amount that you are requesting APS to reimburse (above your cost based on your actual invoices). This will be a blanket *fixed-fee reimbursement* amount to apply to all items furnished under this contract

***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.

SPECIFICATIONS EXCEPTION FORM

Note: Your bid may be rejected if you do not sign and submit this page.

Bid on materials, supplies, or equipment with varying specifications may be considered by Albuquerque Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of APS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of bid bond, if applicable, or seller may be found in default.

I do meet specifications: _____
Signature

Exceptions are as stated: _____
Signature

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 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.

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 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/Zip: _____

Telephone: _____ Fax: _____ Email: _____

**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

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 various construction services on demand.

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)

**COMBINED
LIST OF SUBCONTRACTORS
And
ASSIGNMENT OF ANTITRUST CLAIMS
By
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS**

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY,
FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, EXTERIOR INSULATION
AND FINISH, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET,
RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL,
ELECTRICAL

1. Subcontractor Listing shall be included with Cost Proposal as a condition of the Proposal and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater pursuant to Section 13-4-34, NMSA 1978.

Listing Threshold for this Project: \$2,500,000.00

a. Subcontractor listing shall be expanded after Proposal award, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Sub subcontractor.

b. Subcontractor listing shall also be expanded after Proposal award by apparent low Offer or if awarded, and before Contract, to include the Department of Workforce Solutions labor enforcement fund registration number. See the Department of Workforce Solutions web site at www.dws.state.nm.us under "Public Works" for registration form, listings and information.

c. See Instructions to Offerors, Section 00 2113 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after Proposal award.

2. **PROJECT NAME:** E-Rate Wireless Upgrade Phase V Remove and Replace
REQUEST FOR PROPOSAL NUMBER: RFP #19-029RR

The undersigned agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the District, including the right to any treble damages attributable thereto.



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NEW MEXICO DEPARTMENT OF
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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).



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- 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.