



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 21-022 RA

RFP TITLE: School Website Content Management System

NIGP: 208, 20854

RFP Schedule

Action	Date & Time
RFP Issued	09/04/2020
Pre-proposal Meeting	9/17/2020 @ 9:30am (local time)
Pre-proposal Location	Zoom - See page 22 for more information.
Deadline for Questions	09/29/2020 @ 5:00pm (local time)
RFP Due Date and Time	10/14/2020 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry)</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Rennette Apodaca, MPA, CPPO, CPO
Phone Number	505-878-6112
E-Mail	Rennette.Apodaca@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP Submittal

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

<https://vrapp.vendorregistry.com/vendor/register/signup>

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

RFP Term

Albuquerque Public Schools reserves the right to enter into eight (8) year contract, renewable each year by mutual consent with the awarded Offeror(s).

RA

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OFFEROR'S GENERAL INSTRUCTIONS

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

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

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

Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Owner” shall be Albuquerque Public Schools.

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

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

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

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

TERMS AND CONDITIONS

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

c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of APS against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. For Convenience

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

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

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

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

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

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

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

12. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
13. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.

26. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of APS.
27. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

PROTESTS

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

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

SCOPE OF WORK

Background

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 3 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 31 APS authorized Charter schools. APS has approximately 79,000 students and 12,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Acting Superintendent is Scott Elder.

All of Albuquerque Public Schools' websites are currently housed in the School Loop CMS. With our contract expiring on June 30, 2021, a RFP is now required to obtain website services.

RFP Schedule

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

Purpose of this Request for Proposal

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a vendor to provide one accessible (WCAG 2.0 Level AA and WAI-ARIA 1.0), responsive, modern, searchable, and familiar website for every school in the district. The aim is to provide a consistent communication tool for students, families, and potential families to stay connected and involved in academics and resources available at their school.

Scope of Services

- **Detailed Requirements:** All requirements designated as required should be included in the proposal. Requirements designated as Preferred or Optional are not mandatory, but including them will enhance the product offering and be considered in our overall evaluation of each submission. See section 'Testing' for details and expectations on testing. The Vendor must complete **Appendix A** and submit it as an Excel spreadsheet.
- **Technical Requirements:** All requirements designated as required should be included in the proposal. Requirements designated as Preferred or Optional are not mandatory, but including them will enhance the product offering and be considered in our overall evaluation of each submission. The Vendor must complete **Appendix B** and submit it as an Excel spreadsheet.
- **Usability and Accessibility:** The Vendor should provide information on how their solution addresses WCAG 2.0 and Aria accessibility compliance.
- **Hosting Option:** Please disclose if the proposed solution includes Vendor or third party hosting. Please describe the role that the District team will have during and post implementation. The district strongly prefers a hosted option and pricing will be requested for hosted (SaaS) pricing and Implementation Plan. Vendor should describe security and back-up measures.

- **Integration:** The Vendor should describe their plan for integration with Active Directory. Describe how the solution uses APIs or the ability to communicate with AD or other third party tools.
- **Customer Support and Management:** The Vendor should describe how they intend to work with the District with respect to the product road map and ongoing development efforts. Describe the voice of the customer processes the organization employs. Indicate if there are users groups the District may engage with. Describe the support plan that would extend past implementation and through the contract term.
- **Employee Data Privacy:** The Vendor must include security measures to be put in place to protect user data. The Website Content Management Solution should adhere to all State and Federal regulations relating to employee data privacy and confidentiality.
- **Project Management:** The Vendor should describe its project management and implementation methodology. The Vendor must provide a Project Manager (PM) to oversee the implementation and scheduling details of this project. This Project Manager will be working prior to and during the implementation with a Project Manager from the District. The Vendor PM must submit weekly status reports. A project plan detailing the work schedule, tasks, number/role of team members, expectations from District staff, and the anticipated timeline to deployment and District readiness must be submitted with the proposal.
- **Implementation:** The Vendor should describe their implementation methodology, and approach including roles and responsibilities expected of the District or 3rd party and typical time frames for each phase of the implementation. The Vendor should include alternate plans if the implementation for an On-Premise solution varies from a Hosted solution.
- **Training Plan:** The Vendor must include a detailed description of the training provided. Address technical user training and “train the trainer” as well as online and any other delivery methods available. Discuss supplemental materials provided to support the solution including training manuals, quick reference guides, help files, tutorials, etc.
- **Pricing:** The pricing sheet in **Appendix C** is to inform the district of any costs related to the initial implementation and ongoing costs to operate the system. The district strongly prefers a hosted solution (SaaS), but will accept a pricing model of an On-Premise solution if submitted. The vendor must complete and submit a pricing model as an Excel spreadsheet with a similar layout as **Appendix C**.

The District has developed the features and functions of the Website Content Management Solution around the needs of key stakeholders.

1. **District Administrators:** This is the group responsible for maintaining the system, ensuring all interfaces are run correctly, troubleshooting issues, controlling permissions, and posting emergency notifications.
2. **Site Administrators:** These are the people who are responsible for user management and content updates. These people are typically principals, Assistant Principals or Webmasters.
3. **School Webmasters/Content Editors:** APS employees that are responsible for updating website content across the entire school website.
4. **Teachers or Staff:** APS employees that can be responsible for editing specific pages or sections.

5. **Site Visitors:** This is the group that represents the students, families, employees, and families of potential students that make up the APS Community. These are the people that visit the site to learn about the school.

User Stories

The purpose of the following user stories is to provide the respondents to this RFP operational context in which the Website Content Management Solution, and the features and function described in Appendix B, needs to support employees and families of the District. These user stories call out the objectives, processes, and individual tasks in which the District requires the Website Content Management Solution to support. We ask that each response describe how the proposed solution will address and support each of the following user stories.

1. **District Administrators:** This group needs to be able to retain system integrity, availability, and needs a stable platform, and stable interfaces.
 - a. As a District Administrator, I need to be able to troubleshoot issues with a representative of the vendor with a reasonable turnaround.
 - b. As a District Administrator, I need to be able to control permissions and adjust workflows as needed.
 - c. As a District Administrator, I need to be able to assign webmaster rights to Site Administrators, Staff, and Teachers.
 - d. As a District Administrator, I need to have unrestricted access to all pages.
 - e. As a District Administrator, I need to have access to post and/or expire emergency notification banners to any number of sites.
 - f. As a District Administrator, I need to be able to update the global navigation
 - g. As a District Administrator, I need to be able to update a school logo and colors of the design theme.
 - h. As a District Administrator, I need to be able to Lock down items on the homepage to ensure continuity across the district.
2. **Site Administrators:** This group consists of Principals, Assistant Principals and Webmasters who are responsible for user management and site content.
 - a. As a site administrator, I need to be able to activate staff members and assign different account types (Teacher, Staff, System Administrators, etc.)
 - b. As a Site Administrator, I need to be able to assign editor rights.
3. **School Webmasters/Content Editors:** These will be the heaviest users of the system, who manage and update web content.
 - a. As a School Webmaster, I need to be able to login and easily navigate through the system.
 - b. As a School Webmaster, I need to be able to login and update all site content.
 - c. As a School Webmaster, I need to be able to create new pages, links, and sections.
4. **Teachers or Staff:**
 - a. As Teacher or Staff, I need to be able to login and update personal account settings.
 - b. As Teacher or Staff, I need to be able to link my external website to my account settings.
5. **Site Visitors:** This group needs to be able to:
 - a. As a Site Visitor, I need to be able to find news and events about the school.
 - b. As a Site Visitor, I need to be able to contact school staff and teachers.
 - c. As a Site Visitor, I need to quickly find an emergency alert.
 - d. As a Site Visitor, I need to quickly and consistently find important school information like bell schedules and handbooks, and legally obligated links (e.g., Title IX, Section 504).

Features and Functions (Appendix A and Appendix B)

Presents the list of features and functions that the District wishes the Website Content Management Solution to fulfill. The District has prioritized the features and functions as either required, preferred, or optional.

- **Required** features and functions are those that the District needs to consider its Website Content Management Solution as operational and to meet the needs of its users.
- **Preferred** features and functions are those the District wishes to have in a Website Content Management Solution, but is not necessary to meet the critical needs of its users.
- **Optional** features and functions are those the District may have a need for in the future.

For each feature or function identified by the District, please indicate its availability and provide any additional comments as shown in the diagram below. The following list describes each tab presented in the attached spreadsheets.

Detailed Requirements (Appendix A)

1. Content Management:

- a. Version history for website pages
- b. Ability to post and expire emergency news to all schools; individual schools; custom list of schools
- c. Ability to add, edit, and expire calendar events; edit reoccurring events
- d. Ability to add, edit, and expire news; edit reoccurring news items
- e. Post and expire district news and events via RSS feed
- f. Form and survey builders
- g. Option to export published news, events, or content out of the CMS

2. Design and Layout:

- . Mobile-first and responsive design across all devices, across all browsers

 - a. Design a school website using CMS design tools
 - b. Update global navigation
 - c. Update school logo and colors of design theme
 - d. Ability to create global content and/or global navigation items
 - e. Refresh or update design for all school sites
 - f. Lock homepage and/or lock interior pages or components
 - g. Global district information and individualized school information in the footer
 - h. Drag and drop layout
 - i. Embed widgets such as Social Media Feeds or Google Calendars
 - j. Customize CSS sitewide or on individual components

3. Workflows/Approvals:

- . Ability to accommodate different approval workflows based on user role.

 - a. Ability to delegate a webmaster with specific rights for a certain period of time
 - b. Ability for an administrator to view a webmaster's dashboard and easily identify items for action.

4. Reporting:

- . Ability to provide data and website analytics in order to understand user activity and behavior on the site.

 - a. Ability to provide site accessibility audit reports in order to determine accessibility issues for remediation.
 - b. Ability to provide an outdated content report which displays a list of assets that have not been modified within a specific time period.

5. General/Other:

- a. File and Image Storage
- b. School Directory that lists staff and teachers with contact information
- c. Update account information including phone number and title on staff/teacher profiles
- d. URLs maintained for up to 145 sites
- e. Ability for users to easily navigate the CMS and intuitive enough to understand with limited training
- f. Content migrated for up to 145 sites

Technical Requirements (Appendix B)

1. **User Interface and Core Functionality:** These features and functions relate to how users engage and interact with the Website Content Management System.

a. Accessibility

- i. Evidence with documentation how long vendor has been integrating accessibility into product
- ii. Evidence with documentation how vendor and product meets WCAG 2.1 Level AA and WAI ARIA 1.1

b. User Management and Granular Permissions

- i. Ability to sync school websites and register users using Active Directory
- ii. Ability to assign top level (main website) privileges to users (e.g. a teacher has the option to update the school website homepage)
- iii. Ability to assign roles (e.g. assign the role of teacher, staff, principal, etc., school webmaster has ability to post news and events)
- iv. Ability to assign privileges to individual folders or pages
- v. Ability to tailor access and provide a variety of account types

c. Teacher Websites

- i. Ability to post individual teacher/classroom content (rich text)
 - ii. Ability to post individual teacher/classroom news
 - iii. Ability to post individual teacher/classroom calendar events
 - iv. Ability to post individual teacher/classroom documents and files
 - v. Ability to post individual teacher/classroom videos
 - vi. Restricted fonts, colors, modules; limit of videos and images that can uploaded

2. **Technical, Infrastructure, and Systems Integration:** These features and functions identify the technical parameters the Website Content Management Solution must fulfill. It also lists needed functionality so that the Website Content Management Solution can integrate with the District's existing systems, processes, and operational standards.

a. Compliance

- i. ADA, CIPA, COPPA, and FERPA

ii. WCAG 2.0 Level AA and WAI-ARIA 1.0

b. Integration

- i. Student Information Systems
- ii. Google Analytics
- iii. Google Translate
- iv. GSuite for Education
- v. Third Party, such as BrowseAloud and Siteimprove
- vi. Optional community engagement app

c. Security

- i. Active Directory (SAML) authentication
- iii. System and content back ups
- iv. Measures to prevent hacking and defacement; disaster recovery
- v. **Training and User Support:** These are the features and functions needed to support the end users both during implementation of the Website Content Management Solution and the ongoing support.

Training and Support

- 24/7/365 unlimited support with timely resolution
 - Self-help resources available online or via a help center
 - Chat feature for all logged in users to get just-in-time-assistance
 - Submit product support ticket 24x7x365
 - Respond to and review support within 1 business day
 - Resolve support tickets with a timely resolution
 - Ability to request 24/7 critical support in the following cases:
 - Service is down or unavailable
 - Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact
 - Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response
 - Data is corrupted or lost and must be restored from backup
 - Any critical error encountered will be worked on during business hours until resolved
- Customizable training
- Initial, during implementation, and ongoing trainings for Web Team staff and all account holders to include webinar, and remote trainings
- All training documentation provided by Vendor to Client will include full duplication rights for Client to use and internal distribution as needed.
- Training will be available in multiple delivery methods with reference and support resources such as videos and documents for “webmasters” and teachers.
- Training on basic page editing, image uploading, and linking for “webmasters” and teachers.
- Training on basic and advanced content posting and maintenance tasks such as accessibility features for “webmasters” at each school.
- Vendor provides updated training documentation and reference guides for every release of their application prior to release.
- Test sandbox site available for internal use

EVALUATION CRITERIA

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Obtain more information:

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

Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. The Preference does not apply if APS is utilizing federal funds.

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

	Possible Points	Points This RFP
Qualifications Submit company profile; Submit detailed information describing your company's qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company's competence as it relates to the competencies required to perform the requested services. Include information on assigned company team that will be assigned to APS along with roles and responsibilities.	190	
Experience Submit a minimum of three (3) past and/or current customers that your company has provided similar services as the requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.	101	
Software Solution – Detailed Function Requirements Detailed Function Requirements – Appendix A	170	
Software Solution – Technical Features and Functions Detailed Technical Features and Functions – Appendix B	339	
Pricing Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work. – Appendix C	200	
Total Possible Points	1000	
Interview (if needed)	50	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	50	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. <ul style="list-style-type: none"> 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	100	
Total Possible Awarded Points	1000-1150	

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



Kelly Lee is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal RFP 21-022RA School Website Content Mgmt
Systems

Time: Sep 17, 2020 09:30 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/95011928729?>

[pwd=RHZ2YUJqSG9STIErSCtnN3JPbEpqdz09](https://zoom.us/j/95011928729?pwd=RHZ2YUJqSG9STIErSCtnN3JPbEpqdz09)

Meeting ID: 950 1192 8729

Passcode: 586182

One tap mobile

[+13126266799](tel:+13126266799), [95011928729#](tel:+13126266799) US (Chicago)

[+16468769923](tel:+16468769923), [95011928729#](tel:+16468769923) US (New York)

Dial by your location

[+1 312 626 6799](tel:+13126266799) US (Chicago)

[+1 646 876 9923](tel:+16468769923) US (New York)

[+1 301 715 8592](tel:+13017158592) US (Germantown)

[+1 669 900 6833](tel:+16699006833) US (San Jose)

[+1 253 215 8782](tel:+12532158782) US (Tacoma)

[+1 346 248 7799](tel:+13462487799) US (Houston)

[+1 408 638 0968](tel:+14086380968) US (San Jose)

Meeting ID: 950 1192 8729

Find your local number: <https://zoom.us/u/aYP6mG9YM>

SUBMITTAL REQUIREMENTS

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

ATTENTION:

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



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

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

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

If you have any questions contact the Buyer listed on the Bid/RFP documents for assistance.

PROPOSAL – DETAILED REQUIREMENTS

- 1. Proposal Format :** Proposals shall not exceed 60 pages. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal and Required Forms do not count towards page count.

Letter of Transmittal

Qualifications

Experience

Appendix A

Appendix B

Appendix C

Required Forms

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

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

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

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

Name	
Title	
E-Mail Address	
Telephone	

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

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

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



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

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

– OR –

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

Signature Date

Title (position) Offeror Business Name



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

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

SIGN HERE Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____

ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

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

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



Signature

Title

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

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

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

Obtain more information:

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

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

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