# ALBUQUERQUE PUBLIC SCHOOLS
# REQUEST FOR QUALIFICATIONS (RFQ)

## RFQ #25-031 RRR

# Architectural Services –On Call

Design & Construction Administration

## NIGP Commodity Codes: 90607, 90610, 90625, 90638

### RFQ Schedule

| Action | Date & Time |
|---|---|
| RFQ Issued | 10/22/2024 |
| **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 RFQ. | |
| Deadline for Questions | 11/04/2024@ 5:00pm (local time) |
| **RFQ Due Date and Time** | 11/12/2024@ 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 from electronic bidding system (Vendor Registry.*** | |
| Evaluation of Proposals | TBD |
| Contract Negotiations | TBD |

### RFQ Buyer Contact Information

| | |
|---|---|
| **Name** | Robert Rodarte, |
| **Phone Number** | 505-878-6125 |
| **E-Mail** | Robert.rodarte@aps.edu |
| Any inquiries or requests regarding clarification of this RFQ document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding. | |

### RFQ Submittal

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

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

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

### Term

APS reserves the right to enter into a four year contract. Pursuant to NMSA 13-1-154.1

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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 RFQ.

2. **CODE OF SILENCE:** APS has adopted a "Code of Silence" to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor's representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.

3. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.

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

   Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFQ or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.

4. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFQ. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFQ. 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 RFQ.

5. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFQ, Offerors acknowledge and agree to the terms and conditions set form in this RFQ.

6. **ELECTRONIC RFQ DOCUMENTS:** This RFQ is being made available by electronic means. In the event of conflict between a version of the RFQ in the Offeror' s possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.

7. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages "confidential" for consideration to exemption. APS reserves the sole right to determine exemptions.

9. **PROPOSAL OFFER FIRM:** Responses to this RFQ, 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.

10. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFQ, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.

11. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFQ 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 RFQs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.

12. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

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

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

14. **DISTRICT DISCRETION**: The District hereafter referred to as APS reserves the right, pursuant 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 RFQ.

15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168,where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an "equal" to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications

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

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

18. **PREFERENCES:** RFQs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

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

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

**Important Information:** Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that RFQ 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 RFQ responses several days in advance of the due date and time.** If you have any questions contact the Buyer listed on the RFQ documents for assistance.

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

    The Procurement Department might not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "**Proprietary**" or "**Confidential**" subject to the following requirements.

    Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror' s organization and data that qualifies as trade secret

in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

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

**"75% Complete"** is when the construction documents (working drawings and specifications) are complete and ready to bid, and have received formal approval and acceptance by the owner.

"**Agency**" shall mean Albuquerque Public Schools (APS)

**"APS Board of Education"** is governed by a seven-member elected board that sets policy and approves the annual budget. The board also hires the APS Superintendent who oversees the operations of the district. The APS Board approves all purchases or expenditures over $250,000.

"**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.

**"Cluster Technician"** is an APS team member along with a Staff Architect and Construction Manager. The cluster tech assists with technical and administrative aspects of managing and administering construction projects and contracts.

**"Construction Manager"** is an APS team member along with a Staff Architect and Cluster Technician. The construction Manager manages the observation and inspection of the construction and required for each capital improvement project beginning and bidding through construction, occupancy and warranty.

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

"**Contractor**" shall mean the successful Offeror.

**"Design Professional"** is the legal entity qualified to do business in the State of New Mexico that employs an individual or individuals licensed to practice the discipline or disciplines for the services to be performed under this Agreement.

"**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.

**"Facilities Design & Construction"** is responsible for the on-going, district-wide construction, renovation and major repairs of APS facilities. FD&C employs a variety of architects, engineers, construction managers, furniture, equipment and facility specialists, and business support accounting and administrative personnel who oversee the complex, and often challenging, task of ensuring the projects identified and funded in the APS Capital Master Plan are completed.

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

**"LEED"** (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings, created and administered by the U.S. Green Building Council.

**"MACC"** means the maximum allowable construction cost as defined by the Design Professional contract.

"**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 RFQ.

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

"**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 Qualifications**" or "**RFQ**" 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 RFQ.

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

**"Staff Architect"** is an APS team member along with a Construction Manager and Cluster Technician. The Staff Architect manages the programming, design, construction documents and assists in the construction management required for the coordination of architectural structural, civil, electrical, and mechanical disciplines as related to each capital improvement project.

**"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. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.

2. **TERM:** APS reserves the right to procure the services/goods as described in this RFQ and enter into a contract as described on RFQ front cover.

3. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.

4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.

5. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.

6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.

7. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) 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.

8. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.

9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFQ is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.

11. **PROCUREMENT UNDER EXISTING CONTRACTS**: In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools

12. **TERMINATION:** Either party may terminate this contract as follows:

    A. Termination by the Contractor
        1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
        2. By written mutual agreement between the Contractor and APS.

    B. Termination by APS

1. For Cause

   a. The occurrence of either one of the following events will justify termination for cause:

      i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
      ii. Contractor's violation in any substantial way of any provisions of this contract.

   b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

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

2. for Convenience

   a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
   b. In such case, Contractor shall be paid (without duplication of any items):

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

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

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

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

| | |
|---|---|
| General Liability Insurance – per occurrence<br>General Aggregate - $2,000,000<br>Product/completed operations aggregate $1,000,000 | $1,000,000 |
| Professional Liability Insurance (E&O)-per occurrence<br>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

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

25. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.

26. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.

27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.

28. **INVOICES:** Vendor shall submit invoices directly to APS Accounts Payable, unless otherwise instructed. Invoices may be sent to accounts.payable@aps.edu. Each invoice shall include APS Purchase Order Number. Invoices that are missing APS purchase order numbers are not eligible for payment.

29. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.

30. **USE OF DISTRICT NAME OR LOGO(s):** Vendor may not use APS official name or logo, or any phrase associated with the District, without written permission from the Superintendent of Schools or their designee.

31. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

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# PROTESTS

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).

2. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).

3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:

   A. State the reasons for the action taken; and

   B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.

4. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

# SCOPE OF WORK

## OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 4 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 30 APS authorized Charter schools. APS has approximately 75,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Dr. Gabriella Blakey.

## RFQ SCHEDULE

The RFQ Buyer will make every effort to adhere to the RFQ Schedule as noted on front cover of this RFQ. 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 QUALIFICATIONS

The purpose of the Request for Qualifications (RFQ) is to solicit sealed proposals to establish for the procurement of Architectural Services – On Call.

The projects that may utilize this on-call contract fall into the following **Architectural categories**:

- Specialized Project Facilities: Broadcast, concert, research, labs, water / waste treatment.
- Above Average Projects: Major renovation, structural repair, small addition, core electrical/mechanical system replacement, egress correction.
- Average Projects: New School facility, major addition, gymnasium, industrial building, cafeteria, teacherage, remodel.

Simple Projects: Re-roof, equipment replacement, alarm, window replacement, storage, barns, sheds, stadium, bleachers, playground equipment, grading improvements, parking lots, bus drops, septic system

**The awarded Offeror may perform the following professional services (not limited to):**

Architects
Programming Phase
Schematic Phase
Design Development Phase
Construction Documents Phase
Bidding and Negotiations Phase
Construction Administration Phase
Post-Construction Phase

**Studies, Site Master Plan Development:** review and evaluation of existing site master plans, program review and evaluation, programming, schematic design, design development, construction documents, bidding, construction administration, review and evaluation of issues through the warranty period and beyond if needed, and portable re-location planning studies, documents and coordination as needed.

**Design Standards/Guidelines**: The APS Design Standards/Guidelines are required to be utilized on this contract by the Design Professional. These are available on the http://aps.edu/facilities-design-and-construction site.

**Designs /Documents:** All documents prepared by the design professional including drawings and specifications are considered to be instruments of professional service. It must be noted that all contacts between APS and a design professional for the construction of new buildings or for the remodeling of renovation of existing buildings are required to contain the provision that all designs, drawings, specifications, notes and other work developed in

the performance of the contract are the sole property of Albuquerque Public Schools. Since all plans and specifications developed in the performance of the contact are to become the property of APS upon completion of the work, APS agrees to hold harmless, indemnify and defend the design professional against all damaged claims and losses, including defense costs, arising out of any new reuse of the plans and/or specification without written authorization of the design professional.

A copy of all designs, drawings, and other materials that are the property of APS shall be transmitted to APS where they will be indexed and maintained in a record center.

**Construction Drawings**: Construction Drawings for projects are to be provided to APS in accordance with the latest version of the U.S. National CAD Standard. Upon completion of any project the electronic CAD files of the construction drawings formatted in accordance with the U.S. National CAD Standards must also be provided. Said documents will be considered as project specific and will not be otherwise used without the permission of the design professional.

**Fees:** Fees will be based on the scope of work and a percentage of the maximum allowable construction cost (MACC) as set in appendix (1). The base fee shall not be changed because of an increase in the MACC but may be adjusted in the event of a change in the Scope of Work.

Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction costs.

Standard Contract – The Owner will use the APS document agreement between Albuquerque Public Schools and the Design Professional (Part A) and General Conditions of the Agreement (Part B) and exhibits, which is available on the FD&C website at http://aps.edu/facilities-design-and-construction

Release of Information – Only the Owner is authorized to release information about projects covered by this RFQ. The Offeror must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

Project Reporting – In addition to planning and program meetings with the Owner, Owner representative and User Agency Representative as needed, the Offeror is expected to visit at least once a week during the construction phase, or as modified by contract agreement.

Public Meetings – APS requires community involvement in its various building projects; therefore, the successful firm(s) must be prepared to make presentations to and interact with the school board, school staff and community as necessary.

Document Review Meetings – The Design Architect and his/her team will be required to attend review meetings at FD&C at various stages of the project. Certain projects may require a pre-selection process for mechanical systems prior to bid; the design architect is expected to participate and accommodate it in the project schedule.

Construction Schedule – the course of the construction will be carefully coordinated by the Design Architect to insure the completion of the project in a timely manner.

Submittal Documents - When the contract documents are approved for submittal the Design Architect work with the Procurement Division to determine appropriate submittal opening and advertisement dates, filing for wage rates, coordination of printing and plan distribution. Advertising in local newspapers will be done by Procurement.

RFQ Evaluations – Attendance and participation -by the Design Architect is mandatory during the RFQ Evaluation process. .

APS Project Management – The School District will assign an in-house staff architect, staff engineer or construction manager to serve as Project Manager.

APS Approvals – APS approval will be required for problem resolution, change orders and all other matters pertinent to the project.

. Project Management Software – FD&C has purchased and is currently using project management software to track and manage construction projects. The successful offeror will be required to purchase and maintain for the life of the project at least one user license as part of basic services. The project management system company will facilitate the user license acquisition. For more information contact Rita Romero @ 505-848-8810.

. LEED/Energy Efficiency – Albuquerque Public Schools has a continuing interest in increasing the energy efficiency and decreasing the negative environmental impact of new school buildings. To that end, the successful firm must be prepared to address these issues as they relate to the USGBC LEED for Schools Rating System. APS will pursue a minimum of LEED Silver certification for any new stand-alone building. Pursuing LEED certification will also be considered on all other projects (remodels/additions/renovations etc.) APS maintains its own electrical, mechanical, solar photovoltaic and other standards which must be followed and are not at, the discretion of the architectural firm. Copies of the current standards are available on the web at http://aps.edu/facilities-design-and-construction. As part of the energy efficiency commitment, all stand-alone buildings will be registered and tracked in EPA's Portfolio Manager Database, which determines the buildings Energy Star score. On PSFA – supported projects, NMSA 1978 requires an Energy Star rating of 75 or higher.

# EVALUATION CRITERIA

## EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business, Native American Resident Business, New Mexico Resident Veteran Business or Native American Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by each business. Obtain more information:
http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx **and**
https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx
Please Note: An Offeror cannot be awarded both a resident business preference and a resident veteran business preference or a Native American resident preference and a Native American resident veteran contractor preference.
**The Preference(s) does not apply if APS is utilizing federal funds.**
***The Offeror should contact Buyer for clarification of evaluation criteria or terminology***

| | Possible Points | Points This RFQ |
|---|---|---|
| **BUSINESS SPECIALIZED PLANNING & DESIGN & TECHNICAL COMPETENCE OF FIRM REGARDING THE TYPE OF SERVICES DESCRIBED IN SCOPE OF WORK**<br>▪ State Mission and Business Philosophy<br>▪ Brief history of firm in New Mexico<br>▪ Provide Name of Firm's Owner, Principal Officers, And Date of Incorporation<br>▪ Describe the Firm's organization, including joint venture or other form of contractual association<br>▪ Provide number of employees and organization chart<br>▪ Provide current resumes for Architects/Engineers, Project Managers, and each additional employee who will be providing services under this contract including those required for each architectural category and LEED certification.<br>▪ Provide qualifications for each consultant or sub-contractor the firm proposes to use for all consultant and sub contracted work | 30 | |
| **CAPACITY AND CAPABILITY OF FIRM, INCLUDING ANY CONSULTANTS, THEIR REPRESENTATIVES, QUALIFICATIONS AND LOCATIONS, TO PERFORM THE WORK, INCLUDING SPECIALIZED SERVICES, WITHIN THE TIME LIMITATIONS**<br>▪ Describe the Firm's approach to providing & managing the required services as requested in the scope of work<br>▪ Provide information that demonstrates the Firm's and the proposed Sub-Consultants capacity and capability to perform work related to the scope of work.<br>▪ Identify any specialized services which may be required to complete performance of the requested scope of work<br>▪ Describe in detail how the Firm proposes to meet identified needs of scope of work.<br>▪ Describe techniques to ensure that schedule milestones are met.<br>▪ Provide a sample project timeline, broken down by labor category and level of effort to perform the services as described in scope of work.<br>▪ Outline and describe in detail the Firm's commitment and guarantee for the successful completion of services.<br>▪ Describe in detail the approach the Firm will take to ensure that all specifications, drawings, bid, construction, and design documents will be thorough, accurate and complete<br>▪ Describe in detail how the Firm proposes to address any deficiencies uncovered in the above documents<br>▪ Describe the Firm's ability to incorporate energy conserving and sustainable measures into project design.<br>▪ Describe the Firms approach to project cost estimating. | 20 | |

| | | |
|---|---|---|
| **PAST RECORD OF PERFORMANCE ON CONTRACTS WITH GOVERNMENT AGENCIES OR PRIVATE INDUSTRY WITH RESPECT TO SUCH FACTORS AS CONTROL OF COSTS, QUALITY OF WORK AND ABILITY TO MEET SCHEDULES**<br>▪ Provide information on the last three (3) similar completed Architect and Engineering projects as per scope of work to include Owners, project budget, final cost estimate, bid price (including accepted alternates), total number and cost of change order and reasons for change orders.<br>▪ Provide information on these projects showing owners schedule compared to actual project schedule.<br>▪ Explain any project difficulties and how the Offeror handled these issues.<br>Explain control of costs, quality of work and ability to meet schedules. | 40 | |
| **PROXIMITY TO OR FAMILIARITY WITH THE AREA IN WHICH THE PROJECT IS LOCATED**<br>Provide information on projects completed in vicinity, including references. | 5 | |
| **AMOUNT OF DESIGN WORK THAT WILL BE DONE IN NEW MEXICO**<br>Provide the volume of work that will be done within the state of New Mexico as a percentage of the total work. | 5 | |
| **VOLUME OF WORK**<br>▪ State the volume of work previously done for Albuquerque Public Schools which is not 75% complete with respect to basic professional design services (at the time this RFQ is due).<br>For all work that is not 75% complete, points will be deducted as follows:<br>**Projects with a MACC of $20,000,000.00 - $24,999,999.99 - 1-point deduction**<br>**Projects with a MACC of $25,000,000.00 - $29,999,999.99 - 2-point deduction**<br>**Projects with a MACC of $30,000,000.00 - $34,999,999.99 -3-point deduction**<br>**Projects with a MACC of $35,000,000.00 - $39,999,999.99 - 4-point deduction**<br>**Projects with a MACC > $40,000,000.00 -** **5**-point deduction<br><br>**Project listing form located on page 24**. | Deduct | |
| **Total Possible Points** | **100** | |
| **Interview ( if needed)** | **50** | |
| **New Mexico Resident Business or Native American Resident Business Preference:**<br>Eight percent of the total possible points to a resident business.<br>Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department. | 8 | |
| **Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference:**<br>Ten percent of the total possible points to a resident veteran business or native American resident veteran business preference that has annual gross revenues up to six million dollars in the preceding tax year. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department | 10 | |
| **Total Possible Awarded Points** | **100-160** | |

## SUBMITTAL REQUIREMENTS

## ATTENTION:

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

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

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

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

**PROPOSAL – DETAILED 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.

**Proposal Format -**
Proposals shall not exceed 20 pages total for all of the sections listed below. 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. Please upload one file that contains all documentation in Vendor Registry.

- Letter of Transmittal
- Business Specialized planning & design & technical competence of firm regarding the type of services described in scope of work
- Capacity and capability of firm, including any consultants, their representatives, qualifications and locations, to perform the work, including specialized services, within the time limitations
- Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
- Proximity to or familiarity with the area in which the project is located
- Amount of design work that will be done in New Mexico
- Volume of work
- 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 APS Terms and Conditions.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFQ.
- I acknowledge receipt of any and all amendments of this RFQ.




_____

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

**SUBMIT WITH YOUR PROPOSAL**

**PROJECT LISTING FORM**

**FIRM:_____ DATE:_____**

| | PROJECT | AWARD DATE | CONTRACT DATE | AMOUNT | % COMPLETE |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |

Notes:

1. Definition. **"75% Complete"** is when the construction documents (working drawings and specifications) are complete and ready to bid, and have received formal approval and acceptance by the owner. If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.

2. Use additional sheets if necessary.

**REMARKS:**

_____

_____

_____

_____

# 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 proces**s" 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 RFQ 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 RFQ, 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.

SIGN HERE

_____

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.**

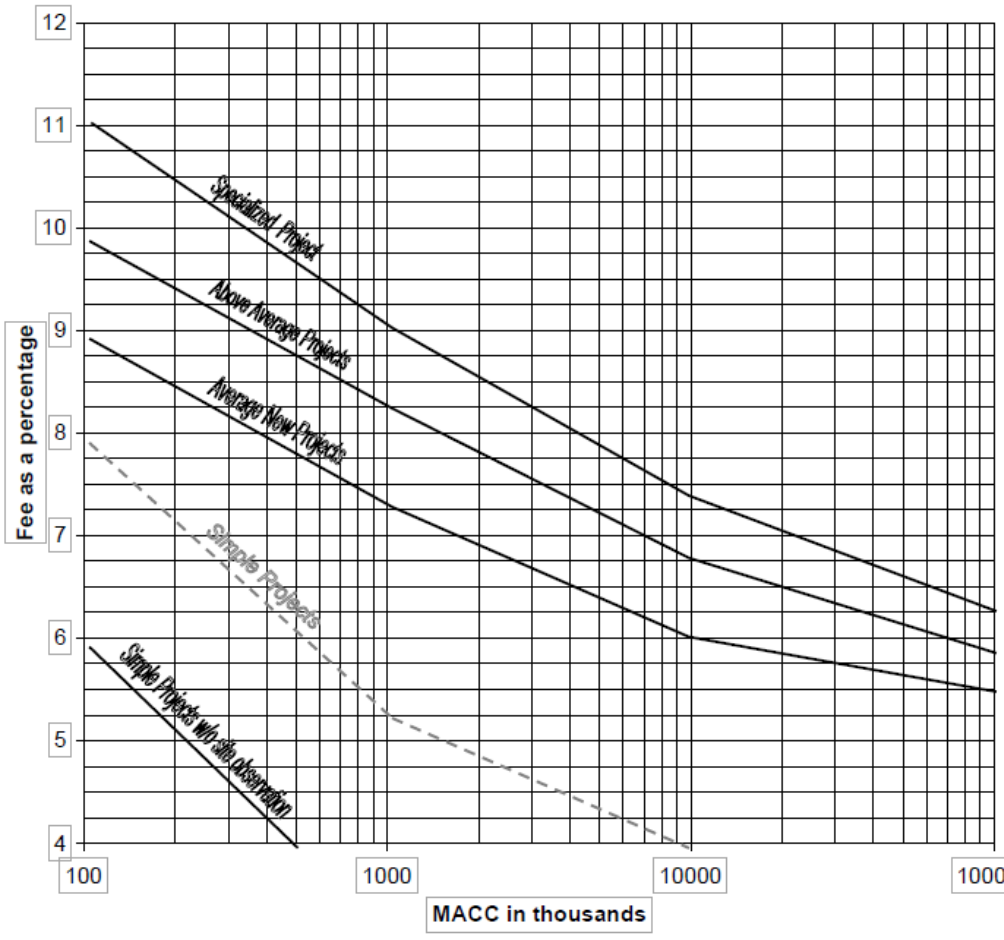
- ☐ Letter of Transmittal, **SIGNED**
- ☐ Evaluation Criteria Documentation
- ☐ Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- ☐ Campaign Contributions Disclosure Form, **SIGNED**
- ☐ Statement of Confidentiality**, SIGNED**
- ☐ Resident Contractor Or Native American Resident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

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

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

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

# PSFA PreK-12 Design Professional Fee Schedule




The PSFA Fee Schedule is to establish a guideline for percentage fee for Basic Services,n.i.c. reimbursables based upon an estimated Maximum Allowable Construction Cost (MACC) that does not include NM GRT. Project fees may be blended from several types, Those types not listed may be based on similar types listed. Negotiation of fee based on prior District experience is appropriate. Fees for projects under $100K and over $10M may be extrapolated.

**Specialized Project**
Facilities - Broadcast, concert, research, labs, water / waste treatment.

**Above Average Projects**
Major renovation, structural repair, small addition, core electrical/mechanical system replacement, egress correction.

**Average Projects**
New School facility, major addition, gymnasium, industrial building, cafeteria, teacherage, remodel.

**Simple Projects w/o Admin per Paragraph 2.6.10 of PSFA DP Agreement (site visits)**
Re-roof, equipment replacement, alarm, window replacement, storage, barns, sheds, stadium, bleachers, playground equipment, grading improvements, parking lots, bus drops, septic system. Use this fee rate to estimate for DP full time observation or for roof consultant services. Add 2% plus travel for DP Paragraph 2.6.10 services.

Version 3.0
March, 2008