



# ALBUQUERQUE PUBLIC SCHOOLS

## Request for Proposal

RFP # 18-026 RA

**RFP Title: Bond Underwriting Services**

### RFP Schedule

Action	Date
RFP- Issued	11/15/17
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	12/08/17 @ 5:00pm (local time)
RFP Due Date and Time	12/20/17 @ 3:00pm (local time)
<b><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 imprint from the APS Procurement bid clock.</i></b>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

### RFP Buyer Contact Information

Name	Rennette Apodaca
Phone Number	505-878-6112
E-mail	<a href="mailto:Rennette.Apodaca@aps.edu">Rennette.Apodaca@aps.edu</a>
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

### RFP Submittal Location

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

### RFP Term

One (1) year contract, plus an additional one-year extension, not to exceed a total of four (4) years.

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## **PROPOSER INSTRUCTIONS**

1. **Read All Documents**: Proposers should familiarize themselves with all the documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in Request for Proposal. Proposers should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Proposer's possession and the version maintained by APS, the Proposer acknowledges that the version maintained by APS shall govern.
3. By responding to this RFP, Proposers acknowledge and agree to the terms and conditions set forth in this RFP.
4. Responses, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date.
5. Proposer shall submit one (1) original proposal, five (5) identical copies and one (1) identical electronic copy. Electronic copy cannot be emailed; please provide a thumb drive loaded with your proposal. Fax copies are not accepted.
6. Any and all Proposals not received by the Proposal submission date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if Delivery Company or Delivery Service is late. It is recommended to send your proposal early.
7. APS may in its sole discretion extend the time for the submission of offers upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date
8. No Addendum will be issued later than seven (7) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
9. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Proposer.
10. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.
11. Proposers 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. Proposers **MAY NOT** contact other District Departments or employees. Any contact with a District Departments or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.

12. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
13. Proposers will be allowed to withdraw their proposal at any time prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request to the Buyer and signed by the Proposer to withdraw their offer. The approval or denial of withdrawal request received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
14. . Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

“Agency” shall mean Albuquerque Public Schools (APS)

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

“Contractor” shall mean 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 of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Bid 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 Offeror's proposal or bid.

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

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

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

“Responsible Offeror” shall mean 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 personal property described in the bid.

“Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

15. Submitted proposals shall not be publicly opened.

16. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

17. The District reserves the right in its sole discretion to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror who's non conformity is waived.

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

19. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract or valid Purchase Order is executed.

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

21. The District reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

22. The District reserves the right to discontinue negotiations with any selected Proposer.

23. 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 District signature on the contract(s) resulting from the procurement has been obtained

24. 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 an offer 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 offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. 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 Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

25. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, APS reserves the right to refuse any or all proposals and 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.

26. The District reserves the right to multi award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

27. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Proposer to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Proposer 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.

## **TERMS AND CONDITIONS**

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

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

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

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

A. Termination by the Contractor

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

B. Termination by the District

1. For Cause

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

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

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

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

2. For Convenience

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

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

i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,

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

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

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

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

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

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

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

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

7. AUDIT: The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the

agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.

8. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

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

10. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.

11. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.

12. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

13. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of APS.

14. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.

## **PROTESTS**

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

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



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

4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

A. State the reasons for the action taken; and

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

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

### **RFP SCHEDULE**

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

### **OVERVIEW**

The Albuquerque Public Schools (APS) operates one hundred and forty one (141) schools serving approximately 84,000 students within the boundaries of Bernalillo County NM.

### **SCOPE OF WORK**

The Board of the Albuquerque Public School District (the "District") anticipates issuing General Obligations Bonds periodically and would like to develop a pool of underwriters (senior managing underwriters and/or co-managing underwriters) that have knowledge of state and local governmental bond underwriting policies to market the District's Bonds when a public marketed transaction is selected. The District may also issue charter school revenue bonds, education technology or building lease obligations.

The District anticipates its next debt issuance to occur in the spring of 2018. Bonds issued by the District will be secured by and payable from general ad valorem property taxes of the District. The District Bonds are currently rated "AA" by Standard & Poor's and "Aa1" by Moody's Investors Service. The District may sell bonds competitively, by private placement or at a negotiated sale depending on what is in the Districts' best interest.

## **EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

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

	<b>Possible Points</b>	<b>Points This RFP</b>
<b>Costs</b> Include detailed fee information – Fee Response Form	20	
<b>Experience and References - Minimum 5</b> Include five (5) prior or current clients that you have provided the same or similar services as the requested scope of work. List a reference for each prior and current client including name, phone number and email address. Provide a summary (total paramount and number of transactions) and detailed list of fixed rate debt transaction of \$10 million par amount or greater issued by public school districts and similar issues that your firm has underwritten as a senior manager in the current and past three calendar years.	20	
<b>Capabilities</b> Describe your firm’s capabilities and how these capabilities will assist in providing the services requested in the scope of work.	20	
<b>Assigned Personnel</b> Include information of the assigned personnel that will be directly providing the requested services to APS. Resume’s outlining experience, education, certifications of proposed personnel and other relevant information; resumes are recommended.	20	
<b>Approach to Scope of Work</b> Include information of the approach to the requested scope of work of this RFP. Include a proposed project plan, including suggested milestone schedule and describe how firm will perform the work required in scope of work. Include details on marketing and selling strategies. Include firm’s philosophy regarding underwriting unsold balances. Include specific examples of recent transactions in which your firm underwrote unsold balances and the market conditions at the time of the sale.	20	
<b>Total Possible Points</b>	<b>100</b>	
<b>New Mexico Resident Business Preference:</b> 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.	5	
<b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> <li>10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	10	
<b>Total Possible Awarded Points</b>	100-110	

**Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

### **SUBMITTAL REQUIREMENTS**

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

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

**Your response shall not exceed forty (40) single sided pages.** The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

#### **Proposal shall include:**

1. **Letter of transmittal- see attachment**
2. **Costs -** Include detailed fee information – Fee Response Form
3. **Experience and References - Minimum 5**  
Include five (5) prior or current clients that you have provided the same or similar services as the requested scope of work. List a reference for each prior and current client including name, phone number and email address. Provide a summary (total paramount and number of transactions) and detailed list of fixed rate debt transaction of \$10 million paramount or greater issued by public school districts and similar issues that your firm has underwritten as a senior manager in the current and past two calendar years.
4. **Assigned Personnel-** Include information of the assigned personnel that will be directly providing the requested services to APS. Resume’s outlining experience, education, certifications, and other relevant information; resumes is recommended.
5. **Capabilities**  
Describe your firm’s capabilities and how these capabilities will assist in providing the services requested in the scope of work.
6. **Approach to Scope of Work**  
Include information of the approach to the requested scope of work of this RFP.  
Include a proposed project plan, including milestone schedule, describing how firm will perform the work required in scope of work.  
Include details on marketing and selling strategies.  
Include firm’s philosophy regarding underwriting unsold balances. Include specific examples of recent transactions in which your firm underwrote unsold balances and the market conditions at the time of the sale.
7. **Attachments: All documents should be signed:** Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form, **Acknowledgement of Addendums, Copy of New Mexico Resident or Veteran Resident Certificate.**

## 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.**

- The following RFP information is clearly labeled on the **outermost (please note: if you put your sealed proposal inside of a FedEx, UPS, etc. envelope, all of this information must be written on that outer envelope as well)** of your sealed proposal:
  - Offeror's Business Name** (not an individual's name)
  - Bid Number & Title: **XX-XXXXKN-XX RFP TITLE**
  - Opening Date & Time: **XX/XX/XX 2:00 PM MST**
  - Proper Delivery Address (see cover page)
- Letter of transmittal **SIGNED**
- Completed Conflict of Interest and Debarment/Suspension Form **SIGNED**
- Campaign Contributions Disclosure Form **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>

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

**LETTER OF TRANSMITTAL FORM – Submit with your proposal**

Item #1 to 4 EACH **MUST** BE RESPONDED TO, Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.**

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


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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Terms and Conditions Governing the Procurement.
- I concur 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.

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

**Fee Response Form**  
**Submit with your proposal**

The Offeror listed below submits the following 5 and/or 15 year fixed rate to final maturity not including New Mexico Gross Receipts Tax for Bond Underwriting services to complete the requirements as outlined in this RFP.

Offeror's Name: \_\_\_\_\_

Fees should be on a per bond basis.

	Cost Component	Fixed Rate 5 Year Final Maturity	Fixed Rate 15 Year Final Maturity
1	Management Fee		
2	Structuring Fee		
3	Average Takedown		
4	Expenses ( Not including Underwriting Counsel)		
5	Total Underwriter's Fee		

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

– **OR** –

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Title (position) \_\_\_\_\_ Offeror Business Name \_\_\_\_\_



**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

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

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

**Signature:** \_\_\_\_\_

**Name of Person Signing (typed or printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Company (typed or printed):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**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