VENDOR NAME: 

BID NO: 15-056RR-SL Community School Activities

DATE: May 28, 2015

TIME: 10:00 a.m.

LOCATION: Albuquerque Public Schools
(Address for Procurement Department
Hand or Courier 6400 Uptown Blvd NE, Suite 500E
Delivery) Albuquerque, NM  87110

U.S. MAIL DELIVERY: Albuquerque Public School
Procurement Department
P.O. Box 25704
Albuquerque, NM  87125
(Allow appropriate time for delivery to the Procurement Department location before the deadline time and date).

PLEASE NOTE OUR NEW ADDRESS CHANGE

CONTACT: Robert C. Russell, Senior Buyer
russell_r@aps.edu  (505) 878-6123

SPECIAL INSTRUCTIONS: Complete RFI documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. Late bids are not accepted and will be returned un-opened. To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

INTENT: Albuquerque Public Schools (APS) invites you to bid on a requirements contract for Community School Activities with an emphasis on before and after school programming under the Community School Initiative (CSI) Program, in accordance with the attached specifications. Under the management of the ABC Community School Partnership, and in partnership with the Albuquerque Public Schools, the CSI Program will continue to operate in alignment with the City of Albuquerque’s Family & Community Services Department’s Mission to provide quality health and social services, housing, recreation and education to improve the quality of life for the entire Albuquerque Community. The ABC Community School Partnership in collaboration with the City of Albuquerque funds and supports these programs providing elementary and middle school-age children opportunities to thrive in before and/or after school time environments that encourage whole child development in a safe and properly supervised environment.

INFORMATION FOR BIDDERS

1. Contract Documents: The bidding information included in this packet and listed below constitutes the contract documents. The bidder’s signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Purchase Order issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.

   • Information for Bidders
   • General Terms and Conditions
   • General Conditions and General Requirements
   • Specifications and Pricing
   • Campaign Contribution Disclosure Form
   • Conflict of Interest and Debarment/Suspension Certificate Form
   • Resident Veterans Preference Certification (Signature Page)
   • Specifications Exception Form and Bid Submittal Checklist
   • Terms and Conditions (Signature Page)

2. Preparation of Bids: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. An authorized representative of the company must sign all bids.

3. Receipt and Opening of Bids: Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing, or to the transmittal of supplemental product literature, drawings, and the like. Please refer the specific situation to the buyer for clarification before processing.

4. Qualifications of Bidder: APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of,
such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law that applies to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

INFORMATION FOR BIDDERS CONTINUED

5. Familiarity with Conditions: Clarification of bidding procedures may be made by contacting APS Procurement Division, Robert C. Russell, Buyer, telephone number (505) 878-6123; for clarifications of the specifications or other technical aspects of this bid may be made by contacting Student, Family, and Community Supports Manager, Daphne Harvey-Strader telephone number (505) 855-5269. Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analysis and has made provision as to the cost thereof in his bid.

6. Conditional Bids: Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.

7. Records: Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

8. Awards: APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.

9. Tax Requirements: APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. This does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.

10. Protest: Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.

INFORMATION FOR BIDDERS CONTINUED

11. The Procurement Code: The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. If your company is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3724.

12. Promotional Gifts and Activities: APS policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

GENERAL TERMS AND CONDITIONS

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s) specified.

No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed. Issuance of a (PA) will be considered sufficient notice of acceptance on contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his right, title, or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Albuquerque Public Schools reserves the right to return supplies which do not meet specifications indicated in Bid at bidder's expense. Bidder guarantees supplies delivered are standard, new, regular stock, and living, as applicable.

Failure to examine any specifications and/or instructions will be at bidder's risk.

GENERAL CONDITIONS

1. Contract Modification: No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Division.
Bid No. 15-056RR-SL
Community School Activities

Contract Modification Continued: Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS Contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

2. Cancellation: Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

APS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorate order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

3. Purchase Order and Invoicing Procedures: Upon award, APS will issue a Price Agreement (PA) which shall bind the contractor to the terms of the bid. Purchase order will accommodate multiple billings for the life of the contract. SPO's or direct purchase orders will not be used. Invoices must be itemized and reference the (PA) number as well as the name of the school and project. Unidentified invoices will be returned to the contractor. Original or billing copy Invoices must be sent to Albuquerque Public Schools, P.O. Box 25704, Albuquerque, NM 87125 Attention: Accounts Payable. One copy is also to be sent to Mr. Lewis. Mr. Lewis is also to receive copies of the Chain of Custody to substantiate charges. Contractor's invoicing must be easily verifiable and traceable to the contract.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PO number and shall be submitted to Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 880-2570.

When applicable, final invoice for each delivery shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the contract.

4. Prompt Payment: APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance over sixty (60) days in arrears at the rate of one and one-half (1.5%) per month. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date, and computation to verify charges. Typically payment schedule will be 30-45 days.
GENERAL REQUIREMENTS

1. **Scope of Work:** The purpose of this bid is to select and establish pricing for Community School Activities from authorized companies. Vendors will be utilized as needs develop. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO OFFER COMMUNITY SCHOOL ACTIVITIES IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE OF THE ITEMS REQUESTED.**

APS is looking for vendors to provide identified community school activities with an emphasis on before and afterschool programming under the Community School Initiative (CSI) Program. Under the management of the ABC Community School Partnership, and in partnership with the Albuquerque Public Schools, the CSI Program will continue to operate in alignment with the City of Albuquerque’s Family & Community Services Department’s Mission to provide quality health and social services, housing, recreation and education to improve the quality of life for the entire Albuquerque Community. The ABC Community School Partnership in collaboration with the City of Albuquerque funds and supports these programs providing elementary and middle school-age children opportunities to thrive in before and/or after school time environments that encourage whole child development in a safe and properly supervised environment.

The **Goal** for the CSI program is to prioritize and complement a comprehensive before and/or afterschool program that is available for all students every day until 6:00 p.m., as well as to support service provision in the community school component areas of family support/engagement, health and Community School Coordination. The desired results and indicators are:

1) **Students actively involved in learning and their community**
   a. Availability of afterschool programs
   b. Attendance in afterschool programs
   c. Partnerships between schools and their community

2) **Students are healthy, physically, socially and emotionally**
   a. Positive peer and adult relationships
   b. Physical fitness activities
   c. Nutritional habits

3) **Families are actively engaged in the their children’s education**
   a. Family attendance at school-wide events and parent-teacher conferences

4) **Students succeed academically**
   a. Daily attendance in school

The district may have other before and after school programs and projects that require high quality, low cost services as well. These programs vary in focus and duration and contracts would be dependent upon both the need for services and funding availability.

The purpose of this bid is to solicit responses from one or more qualified sources with the intent to establish one or more contracts for the implementation of the following school based direct services:
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

1) AFTERSCHOOL PROGRAM SERVICES:
   • As defined by the Community School Initiative program and/or other district before and after
     school projects defined in this document.

2) FAMILY ENGAGEMENT AND SUPPORTS:
   • Homework Diner™ as defined by the ABC Community School Partnership
   • Adult Financial Literacy Classes (must use formal curriculum)
   • Workforce Development Classes for adults
   • Adult Basic Education (GED, ESL, Basic Literacy)

3) COORDINATION OF SERVICES:
   • Before and afterschool program coordination
   • Community School Coordination

2. Contract Period: Any contract issued as a result of this solicitation will be in effect for a one (1) year
   period after date of award. Contingent upon funding and mutual agreement of the parties, contract may
   be extended for three (3) additional one (1) year periods. Price escalation will be considered for the
   renewal periods only upon receipt of written request from contractor stating reason for the escalation
   request and the amount being requested. Justifying documentation must accompany price escalation
   request. Escalation will not be allowed for any reason not related to market conditions related to the
   Scope of Work. If prices should decrease in the market, APS should benefit from any market
   fluctuation which would derive savings. Contractor may decline renewal with no penalty and APS will
   re-bid.

   Although this contract is being bid on behalf of APS Student, Family & Community Supports
   Department, individual schools/departments, state agencies or local public bodies will be referred to
   the successful Contractor in the event of requirements that can be adapted to the specified items awarded

GENERAL REQUIREMENTS CONTINUED

Insurance: Contractor shall, for the duration of the contract, maintain professional liability and
automobile liability insurance with limits of liability of no less than the limits of liability for government
entities as provided by the New Mexico Tort Claims Act. Contractor shall provide APS with proof of
such insurance as a condition precedent to the execution of this contract. Contractor also agrees to notify
APS immediately if such insurance is out of force for any reason at any time during the life of the
contract. The contractor shall, at his own expense, carry and maintain during the entire performance
period of this contract at least the kinds and minimum amounts of insurance listed:

A. Workers' Compensation Insurance: As required by the Labor Laws and the New Mexico
   Statutes.

B. Public Liability Insurance: In the sum of one hundred thousand dollars ($100,000) for damage to
   or destruction of property arising out of a single occurrence, three hundred thousand dollars
   ($300,000) for all medical or medically related expenses arising out of a single occurrence for all
   damages other than property damage, four hundred thousand dollars ($400,000) to any person
   for any number of claims arising out of a single occurrence for all damages other than property
damage and medical or medically related expenses, and the sum of seven hundred fifty thousand dollars ($750,000) for all claims other than medical or medically related expenses arising out of a single occurrence as permitted under the Tort Claims Act.

C. **Specialized Coverage:** In the sum of not less than one million dollars ($1,000,000) each for General Liability insurance for the following categories: general aggregate, products — comp/op aggregate, personal and ADV injury, and each occurrence. Fire damage (any one fire) not less than fifty thousand dollars ($50,000) and medical expense (any one person) not less than five thousand dollars ($5,000). Automobile liability for a combined single limit of not less than one million dollars ($1,000,000). Specialized carrier coverage of not less than $50,000.

Successful contractor must furnish proof of coverage to the APS Procurement Officer prior to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

**Indemnification:** Agree to defend, indemnify, and hold harmless APS and its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this agreement. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Division.

3. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Division.

**TECHNICAL SPECIFICATIONS**

Work shall include a minimum of the activities set forth below:

In preparation of Proposals, offers are encouraged to present “other processes, solutions, and/or guidelines” to address the minimum types of key services and elements (described in the Scope of Work). Services will be conducted in conjunction with the City of Albuquerque, County of Bernalillo and Albuquerque Public Schools, wherein the Offeror will provide quality before and/or after school activities/programs community school coordination; family supports and engagement:

All services attached to this bid are/will be contingent upon:

1. Available funding
2. Each school’s approval to engage in a partnership with approved contractors.

**Service Areas and Expectations:**

**(A) BEFORE AND AFTER SCHOOL DIRECT SERVICE:**

All before and afterschool activities must fall under one or more of the 8 categories listed below. Activities participation meet 1:12 staff to student ratio.
1. **High-Yield Learning**: High-Yield Learning Activities are designed to provide youth with fun experiences that are hands-on, interactive, and intentionally develop critical thinking or other skills. Examples include, but are not limited to: Games that develop cognitive skills (i.e. Chess, Monopoly, Scrabble, and Jeopardy); Comic Book & Script Making; Journalism & Yearbook; etc.

2. **Academic Support**: Programs should be mindful of the CSI recruitment/retention and results expectations when considering applying for this category. Must maintain a 1:12 CSI funded staff to student ratio. Club design must include academic skill building in addition to any homework assistance.

3. **Science, Technology, Engineering and Mathematics (S.T.E.M.)**: STEM activities are designed to promote increased interest, knowledge and proficiency in the S.T.E.M. disciplines as well as students’ critical thinking and decision making skills through fun and educational instruction.

4. **Civic Leadership/ Service-Learning**: Civic leadership activities are designed to encourage inquiry and examine the important social topics of their local government and community. Civic leadership activities prepare service-minded youth to experience the full impact of service-learning.

5. **Sports**: Sports activities are designed to teach youth the fundamentals of a particular sport through basic technique and skills training. Students will study the rules, practices, and technical aspects, including strategies. Academic and social enrichment, teamwork and sportsmanship should be integrated into these activities.

6. **Health & Fitness**: Health & Fitness activities are designed to teach students knowledge, skills and basic competencies in wellness such as physical, mental and emotional foundations, self-reflective and mediation skills, and nutrition.

7. **The Arts**: Arts activities both utilize and teach various mediums of art such as: performing, fine arts, digital, and photography to promote expression and inspire young people to be leaders and peacemakers in their school community and beyond.

8. **Language and Culture**: Language and Culture activities introduce students to the richness of international cultures and the basics of their languages, both spoken and written. Topics include history, calligraphy, cultural customs, geography, dance, and cuisine.

**(B) FAMILY ENGAGEMENT AND SUPPORTS:**

- Homework Diner™ as defined by the ABC Community School Partnership

- Adult Financial Literacy Classes (must use formal curriculum)
  - Classes must occur on school campus; must be a series of formal classes based on specific curriculum.

- Workforce Development Classes for adults
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

- Classes must occur on school campus; must be a series of formal classes based on specific curriculum.
- Adult Basic Education (GED, ESL, Basic Literacy)
  - Classes must occur on school campus; must be a series of formal classes based on specific curriculum.

(D) COORDINATION SERVICES:
Coordination Services are considered a direct service and can be:

1. Community School Coordination

2. Coordination of Before and Afterschool Programming

3. Both Community School AND Before and Afterschool Coordination

Coordination Services shall only be conducted if the following requirements are met at each school:

- The contracting organization MUST also offer one or more of the other direct service options reflected above.
- The school Principal must approve any coordination conducted by Non-APS entity.
- Principal must be included in the hiring of and/or approval of the personnel hired to meet coordinator functions.
- Coordination services must operate in under the direction of the school’s Principal and Community Collaborative.
- Services must be conducted in conjunction with a site level person (i.e. secretary) who can manage and support APS purchasing and payroll functions. This may be through an existing school staff member or contract may be asked to provide compensation for these services.

D.1 BEFORE AND AFTERSCHOOL COORDINATION
Before and After School Coordination shall be implemented by one person (with no more than two people serving as emergency substitutes) who shall work primarily on the school campus. The Coordinator shall be present during program hours and until all students have left the program and shall spend other time as needed to meet each of the following functions and deliverables:

<table>
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<tr>
<th>General</th>
<th>a) Compile a comprehensive CSI application in response to the formal Request For Proposals that: reflects student academic needs and interests; is informed by community collaborative partners; and facilitates a seamless alignment of all of the school’s out of school time services and opportunities.</th>
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<td>b) Attend CSI General Meetings scheduled by the ABC Community School Partnership twice yearly, fall and spring and/or as scheduled.</td>
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### BID NO. 15-056RR-SL
#### COMMUNITY SCHOOL ACTIVITIES

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<td>c)</td>
<td>Have one alternate person that can fulfill the role of the CSI Coordinator during program hours should the CSI Coordinator be unable to do so.</td>
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<td>d)</td>
<td>Keep the Principal and alternate CSI Coordinator informed of all program business.</td>
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<th>Community Collaboration</th>
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<td>a)</td>
<td>Develop, schedule and facilitate an ongoing and representative after-school committee/community collaborative as defined in the CSI school BID, which plans and guides the successful implementation of the CSI before and after-school program.</td>
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<td>b)</td>
<td>Provide documentation of the above named meetings as requested (include agenda, sign in sheet and meeting minutes).</td>
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<td>c)</td>
<td>Collaborate with other after-school programs serving the school to facilitate alignment and effective/efficient systems.</td>
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<td>d)</td>
<td>Ensure that families of participants are informed about: program options and availability, program expectations, safety and emergency procedures, etc.</td>
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<th>Human Resource Coordination</th>
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<td>a)</td>
<td>Select and hire all program staff (i.e. facilitators, activity leaders, tutors).</td>
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<td>b)</td>
<td>Payroll/Staff Invoicing</td>
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<td>• Double check the payroll/timesheet submission for correctness (i.e. coincides with approved activity dates and times). Maintain accurate records reflecting the time sheet submissions.</td>
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<td>• Submit timesheets for all staff conducting CSI approved activities on a bi-weekly or monthly schedule as defined by the school district. Provide accurate, original time sheet records with required signatures for APS employees or provide duplicate timesheets with all invoices submitted to APS for reimbursement.</td>
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<td>• Ensure that all payroll or invoicing is kept current throughout the year based on payroll due dates provided by the APS Grant Management office.</td>
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<td>c)</td>
<td>Ensure all staff/volunteers working in the CSI program have an APS fingerprint background clearance PRIOR to being present on any APS campus.</td>
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### BID NO. 15-056RR-SL
#### COMMUNITY SCHOOL ACTIVITIES

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<th>Reporting &amp; Documentation</th>
<th>a) Collect registration forms and document attendance information from each student participant using the required CSI registration, participation and budget tracking forms.</th>
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<td>b) Maintain all required reporting by type and deadline provided by ABC and APS Grant Management office.</td>
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<td></td>
<td>c) Submit monthly participation report and monthly budget tracker by fax or scanned and emailed on the first Friday of each month for the month prior.</td>
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<td></td>
<td>a) Ensure that the participation report and budget tracker report (in excel format) are complete, accurate and current and available for review through the school shared dropbox folder on the first Friday of each month for the month prior.</td>
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<td></td>
<td>d) Submit monthly invoicing of services, which includes back up documentation, as required by the APS Grant Management department and ABC.</td>
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<td>e) Provide the ABC CSI office with additional program information when requested.</td>
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<td>f) Retain all CSI related paperwork at the school site for 3 years.</td>
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<th>Program Management</th>
<th>b) Endure that program offerings are based note needs and priorities of each schools unique community.</th>
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<td>c) Develop and implement a comprehensive plan for recruitment and retention of participants.</td>
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<td>d) Ensure equal access to programming as well as outreach to families in various ways.</td>
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<td>e) Ensure full access to drop box service for activity leaders and coordinator.</td>
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<td>f) Ensure that activities offered are meaningful, cost effective and have an average daily attendance per class of at least 12 students.</td>
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<td>g) Ensure awareness of and program compliance with school/district policies and procedures: emergencies, fire drill/lock down, use of facility, student pick-up after activities, permission slips, and snack distribution, etc.</td>
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<td>h) Utilize APS Incident/Injury Report Form per APS emergency procedures. Submit a copy of the form by fax or email to ABC for informational purposes only. <strong>School emergency procedures must be followed during before/after school activities.</strong></td>
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<td>i) Serve as a substitute activity leader during staff absences.</td>
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**BID NO. 15-056RR-SL**  
**COMMUNITY SCHOOL ACTIVITIES**

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<td><strong>j)</strong> Coordinate logistics of space, resources, snack time, etc.</td>
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<td><strong>k)</strong> Implement and meet requirements and deliverables of afterschool snack and/or meals program though APS Food Services (if eligible). If school is not eligible, implement a low or no cost snack program.</td>
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<td><strong>l)</strong> Work in collaboration with the school leadership to order/access requisite program supplies to ensure that activity leaders are able to provide a quality program experience.</td>
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<td><strong>Budget Management</strong></td>
<td><strong>a)</strong> Follow school district policies and deadlines for all financial transactions.</td>
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<td><strong>b)</strong> Monitor program budget to ensure that expenditures do not exceed program allocation. Maintain accounting records which includes payroll expended, supply expenses, and any other expense line item in the CSI budget.</td>
</tr>
<tr>
<td></td>
<td><strong>m)</strong> Present all program/activity/budget changes to the ABC CSI Office for approval prior to implementation. All program modifications and/or revisions subsequent to the approved application must be submitted by the School Principal and CSI Coordinator based on the process outlined by ABC. <em>If any program revisions include the transferring of grant funds from one account to another, contact your appropriate fiscal agent for the appropriate procedure to follow.</em></td>
</tr>
<tr>
<td></td>
<td><strong>c)</strong> Ensure that 40% of program allocation is expended by mid-January.</td>
</tr>
<tr>
<td></td>
<td><strong>d)</strong> Ensure that monthly budget report (in excel format) is current (reflecting all monthly expenses including payroll) and available for review through dropbox on the first Friday of each month for the month prior.</td>
</tr>
<tr>
<td><strong>Evaluation</strong></td>
<td><strong>a)</strong> Evaluate the effectiveness of your program in achieving your results and indicators periodically as required by ABC Community School Partnership (Structure and tools to be provided by ABC).</td>
</tr>
<tr>
<td></td>
<td><strong>b)</strong> Meet with ABC CSI staff member when site observation visit(s) are conducted.</td>
</tr>
<tr>
<td></td>
<td><strong>c)</strong> Review participation data monthly and satisfaction data (per availability) and develop/implement recruitment, retention or change of activities action plans as needed.</td>
</tr>
</tbody>
</table>
**D.2 COMMUNITY SCHOOL COORDINATION**

The Community School Coordination shall be implemented by one person (with no more than one person serving as an emergency substitute) who shall work primarily on the school campus. There must be a designated individual that functions as a Before and Afterschool Coordinator who is available at each site during before and afterschool program hours either through this contract or leveraged from another funding source.

The Community School Coordinator shall work a minimum of 20 hours per week on the school campus with a schedule that ensures the implementation of each of the following functions and deliverables *(note: the level and depth of which these functions may be accomplished will depend on the individual school and Community School Council Action Plan priorities)*:

| Data & Evaluation | • Perform gap analysis of needs and outreach to providers to make available relevant services.  
|                   | • Support the research/evaluation of the community school by coordinating the collection of data, timely submission of reports and responses as required for information. |
| Finance & Resource Development | • Identify and coordinate existing services, programs resources, opportunities and initiatives.  
|                                | • Leverage new dollars through public/private partnerships.  
|                                | • Support partners in actively implementing a sustainability plan, including researching, identifying, and writing grants according to programmatic focus area.  
|                                | • Oversee the fiscal management of the community school budget and sustainability planning. |
| Alignment & Integration      | • Coordinate and collaborate with other professionals to implement a menu of interest and needs-driven, high-quality programs and services in adherence with the community school model, including but not limited to early childhood programs, extended learning (youth and adult), school based/school linked health services, family supports and engagement.  
|                                | • Measure the integration and connectivity of site based community school partners and services within and across components.  
|                                | • Ensure alignment and integration of all programming with school leadership vision, EPSS goals and extended-day curriculum. |
| Supportive Policy & Practice | • Develop policies, procedures, plans, and work standards for integrated site-based programs to achieve identified results.  
|                               | • Develop and maintain an understanding of and promote adherence to, school district policies and procedures. |
**BID NO. 15-056RR-SL**  
**COMMUNITY SCHOOL ACTIVITIES**

| Professional Development & Technical Assistance (TA) | • Provide technical assistance and serve as a liaison with community partners to improve site-based program/service related functions.  
• Participate in capacity-building activities including initiative-wide, site and community-based trainings, network meetings and study visits. With the principal, ensure the participation of other community schools sites and community stakeholders as needed or required. |
| --- | --- |
| Broad Community Engagement | • Serve as a point of contact for all non-curricular services.  
• Convene and facilitate site-based Community School Leadership Team, a coordinating body that is co-led by the principal and CSC and includes administrators, teachers, support services staff, partners, parents and others to identify needs, set priorities’ and coordinate the strategy.  
• Represent the initiative in various public forums as needed and participate in advocacy activities to promote the initiative.  
• Recruit and support staff and volunteers as required by the Lead Partner and Principal.  
• Serve on committees, task forces, evaluation, and negotiation teams as assigned. |

**Eligibility and Limitations:**

**Eligibility:** Offerors must have previous experience in providing and utilizing proven or promising practices for each of the services that the offerer wishes to be considered for. The Offeror must be able to provide services at all eligible schools. APS will award contracts based on the request of each individual school and funding availability.

**Budget:**
The following stipulations are required under this contract:

- Administrative and/or indirect costs may be NOT be charged to this contract. Contract is for direct service delivery only. Approved Coordination Services are considered direct service for the purposes of this document.

- Transportation reimbursement is defined by the specific funding at the school site (*note: Currently CSI does not allow any transportation costs to be charged to this contract*).

- The following compensation is allowable under this contract:
  - All compensation shall not to exceed $20.00 per hour
  - All compensation rates must fall within the offeror’s existing salary and wage administration for like roles not to exceed $20.00 per hour.

- Before and Afterschool Coordination Services cannot exceed 20% of the total before and afterschool portion of the contract.

- Community School Coordination funding request requires a 1:1 cash funding match. The portion billed to the CSI contract may not exceed 50% of the overall Community School Coordinator position including fixed costs.
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

General Service Delivery Requirements and Deliverables:

- Ensure that the instructors and program coordinator operate at the direction of the CSI Coordinator and/or Community School Coordinator at the school site.

- All service hours must meet the need of individual school requirements.

- Must implement comprehensive safety protocols, to include standard sign in/sign out, participant expectations and consequences, supervision of participants, and other processes in accordance with the existing CSI program policies/procedures. Must provide all program and safety supplies (i.e. sports equipment, art supplies, games, books, first aid kit, tissues, hand sanitizer, etc.) for any service covered under this contract.

- Quality Staff
  - Recruitment, Hiring, Supervision and Professional Development of Staff.
  - Ensure that all staff (volunteer or paid, youth or adult) are cleared through the appropriate APS fingerprint background check process prior to beginning services. Background checks processed outside of APS will not be accepted.

- Offeror must work with the Before and After School Coordinator and/or Community School Coordinator to establish location of services and an integrated registration process.

- Must maintain a minimum staff to participant ratio of 1:12 and not to exceed a staff to participant ratio of 1 to 15 without prior approval.
  - Sites may require slots for drop in students

- Minimum service provision is a one hour class (some schools may require before or afterschool services to be 1.5 hours) offered at least one time per week.

- Assist in the recruitment of participants in collaboration with the CSI or Community School (where applicable) Coordinator.

- Maintain an 80% attendance rate of all students enrolled in the activity.

- Monitoring and quality assurance activities must be implemented to assure student safety and program quality. Activities must include some form of structured self-assessment/monitoring process utilizing a standard tool across sites, as well as a minimum

of one administrative assessment/monitoring site visit during program hours (per site) monthly. APS and ABC reserve the right to conduct unannounced quality assurance site visits.

- Offerors charging families for services must receive prior approval of their fee scale. It is recommended that the fee scale be consistent with that which is currently established by the City of Albuquerque. The offeror will be responsible for notification of families, accepting payment, and otherwise managing this process and its funds. If fees of any kind are assessed, no participant can be turned away due to an inability to pay and the offeror must have a strategy to ensure that participants do not self-select out due to the inability to pay.

*(NOTE: any money collected in affiliation with CSI programming remaining at the end of the fiscal year will be reverted back to the city per the CABQ/APS contractual agreement).*
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

- Offeror must accept the use of the CSI mandated registration form used by the school site, or get prior written approval to use another form which includes all CSI elements. Additional required information may be obtained for those students enrolled in the offeror’s specific activity if necessary.

- Data sharing and evaluation:
  - Offeror is required to share all activity attendance, evaluation and outcome data with the CSI Coordinator and/or Community School Coordinator, APS, and ABC Community School Partnership.
  - Offeror is required to share all activity attendance, evaluation and outcome data with the CSI Coordinator and/or Community School Coordinator, APS, and ABC Community School Partnership for all programs/services identified as leverage or match for the purposes of this contract.
  - Offeror will participate in and facilitate implementation of all pre/post surveys required by the CSI program.

- Monthly invoicing
  - Offeror will invoice the school directly on a monthly basis and will include appropriate back up documentation for every expenditure.
  - Assurance that all required data entry is current.
  - Offeror will ensure that all invoices are submitted and that the offeror has received payment prior to June 30 of each year for the current school year.

- Reporting to include (at a minimum):
  - Offeror is required to enter attendance data in the CSI designated data collection system on a weekly basis.
  - Average daily attendance is defined as the average number of students served in each class/activity during invoicing period.
  - Staff time sheets to include: staff name, site location, specific hours worked, and staff signature and rate of pay.
  - All invoices must be verified by School Principal and CSI or Community School Coordinator.
  - Offeror is required to submit monthly participation and budget reports on the first Friday of every month for the month prior and in the format designated by ABC Community School Partnership.
5.0.1 BID EVALUATION CRITERIA

The following criteria should be addressed with regard to each of the Areas of work for which Offeror is submitting a bid. The Offeror’s responses to these criteria will form the basis of the points awarded in the review of proposal.

RESPONSE FORMAT

Each response to this bid shall be bound and indexed into the following sections in the following order to facilitate ease of review. There is no overall page limit, although it is recommended that the response is kept between 5 and 10 pages (excluding attachments). Elaborate binders and extraneous materials are not encouraged. Please be concise with comprehensive and in-depth responses. APS will not consider the proposal of any offeror who cannot fulfill the requirements of this solicitation.

Each response to this solicitation shall be bound, and indexed into the following sections (A-E). You are required to submit one (1) “Original” and two (2) copies of your response. The set designated as “Original” is to include original signatures, submittals, etc. and will be retained by the Procurement Division for the official file. The other sets may be copies only. In the event of missing or contradictory information, the original will be considered as the master against which all others will be compared.

A. Please provide the following for EACH proposed direct student services category that your organization would like to be considered for.

Assurances and Documentation

1. Provide an assurances sheet, signed by your organization’s Executive Director that agrees to the scope, deliverables and expectations outlined in this bid.
2. Provide a copy of your business license, IRS Form W-9, Federal Identification Number and New Mexico CRS number.

Contact Information and Specification of Services Being Offered

1. Provide names and contact information which designates the following roles:
   a. Your organization’s Executive Director
   b. Your organization’s key Finance personnel associated with this application
   c. Your organization’s Programmatic personnel associated with this application

2. Provide a cover sheet which specifies the specific services in which your organization is applying.

Area 1 - Service/Activity Category

Area 2 – Coordination Services
THE FOLLOWING SHALL BE PROVIDED FOR EACH SERVICE BEING OFFERED. Incomplete applications may only be considered in part or may become ineligible for consideration.

<table>
<thead>
<tr>
<th>Service / Activity Category</th>
<th>Activity Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Specify your organization’s experience AND how your organization conducts each of the service activities that are being applied for.</td>
</tr>
<tr>
<td></td>
<td>A. Examples: Furnish a brief profile of your firm to address the following areas. What is your experience with providing before and/or after school services? What is your experience with coordinating services? Is this your primary business or do you offer other services?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Per Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a separate narrative budget for each service that is being applied for. Use detail and formulas.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In-kind / Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe (if any) in-kind or matching funding or other resources connected to this activity category. Provide a formula for projected cost and where the in-kind is coming from.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Charging Families (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a brief narrative of your organization’s rationale for charging families. Include a fee schedule (either weekly or per activity), plan for ensuring that families do not self-select out and a narrative budget specifying what the income will be used for.</td>
</tr>
</tbody>
</table>

APS may make an award of either a single contract for all areas of Work or, alternatively, award Contracts covering one or more Areas of Work to different Finalist Offerors, whichever is deemed to be in the best interest of APS. There may or may not be more than one Contract awarded for each specific Area of Work. Vendors have the option of bidding on one area, or if they have the capabilities to bid on all Areas of Services
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

VETERAN'S PREFERENCE:

Policy effective July 1, 2012

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veteran businesses are to receive the following preferences:

1. Resident veterans businesses with annual revenues of $1M or less are to receive a 10% preference discount on their bids and proposals.

2. Resident veterans businesses with annual revenues of more than $1M but less than $5M are to receive and 8% preference discount on their bids and proposals.

3. Resident veterans businesses with annual revenues of more than $5M are to receive a 7% preference discount on their bids and proposals.

This preference is separate from the current in-state preference, and is not cumulative with that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.

All public solicitations must contain the attached, “Resident Veterans Preference Certification”, (see attachment).

Also, please attach vendor preference certificate to your bid response.

RESIDENTIAL PREFERENCE:

Policy effective January 1, 2012

GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation and Revenue. This policy is effective January 1, 2012. For addition information, please call 505-827-0951. Please attach Resident Certificate to bid response.
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.
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

“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) ________________________________

(Attach extra pages if necessary)

________________________________  ________________________
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)
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced 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: __________________________
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

Resident Veterans Preference Certification

________________________________ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran’s preference to this procurement:

Please check one box only

☐ Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate”

“In conjunction with this procurement and the requirements of this business” application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

________________________________________ (Signature of Business Representative)

                                             (Date)

*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

________________________________________

Firm Name
BID NO. 15-056RR-S1
COMMUNITY SCHOOL ACTIVITIES

SPECIFICATIONS EXCEPTION FORM

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

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

I do meet specifications:

I do not meet specifications:

Signature

Signature
BID NO. 15-056RR-SL
COMMUNITY SCHOOL ACTIVITIES

BID SUBMITTAL REQUIREMENTS AND CHECK LIST

Please submit your completed proposal, including the following items: Note that the requested information is mandatory and failure to submit them with your response will deem it non-responsive and will be disqualified. Check off and sign that items are included in your response to this RFB.

_____ Bid Evaluation Criteria (page 17, 18)

_____ Campaign Contribution Disclosure Form (page 20, 21)

_____ Conflict of Interest and Debarment/Suspension Certificate Form (page 22)

_____ Resident Veteran’s Preference Certification Form (page 23)

_____ Specifications Exceptions Form (page 24)

_____ Bid Submittal Requirements and Check List (page 15)

_____ Terms and Conditions (page 26, 27)
ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No. 15-056RR-SL

Preparation of Bids
Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, APS cannot accept bids which are transmitted using facsimile equipment.

Albuquerque Public Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with same. Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

General
Brand Names: It is intended that bid specifications admit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of APS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by APS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

Qualifications of Bidders: APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

Award
Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informalities in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5%) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the NM Taxation and Revenue Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

Packing, Shipping and Invoicing
Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, danyage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. destination.

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

Patent Indemnity
Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleges infringement.

Warranties
Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
Inspection
Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks of such rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions of these terms and conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

Assignment
Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

Non-discrimination

Changes
APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

Kickback Statement
The Procurement Code, Sections 13-1-21 through 13-1-159 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

Termination
APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, at anytime, if Seller refuses or fails to comply, with any of the provisions of this order, or if Seller fails to make progress as to endanger performance and does not cure such failure within a reasonable time period, or fails to make deliveries of the item(s) or service(s) to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources within a sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and its subsidiaries at any tier.

Contingency
Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order's price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Other Applicable Laws
Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Non-Collusion
The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative __________________________ Contractor's License No: __________________________

Type or print name of above __________________________ (If Applicable)

Name of Firm __________________________ Resident Certification No: __________________________

Address __________________________ (If Applicable)

Fax No: __________________________

Wats Line (If available) __________________________

Federal ID No.: __________________________

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