# ALBUQUERQUE PUBLIC SCHOOLS
# REQUEST FOR PROPOSAL

## RFP # 25-051 RRR

## RFP TITLE: Electrical Services on Call

## NIGP Commodity Code: 91082, 91438, 93625

### RFP Schedule

| Action | Date & Time |
|---|---|
| RFP Issued | 01/21/2025 |
| Pre-proposal Meeting | N/A |
| Pre-proposal Location | N/A |
| Deadline for Questions | 02/03/2025 5:00PM (local MST time) |
| RFP Due Date and Time | 02/13/2025 @ 2:00PM (local MST time) |
| ***Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry)*** | |
| Evaluation of Proposals | TBD |
| Contract Negotiations | TBD |

### RFP Buyer Contact Information

| | |
|---|---|
| **Name** | Robert Rodarte |
| **Phone Number** | 1-505-878-6125 |
| **E-Mail** | Robert.rodarte@aps.edu |
| ***Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents.*** | |

### RFP Submittal

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

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

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

### RFP Term

Pursuant to NMSA 1978, 13-1-154.1.B. Awarded contracts and all renewals cannot exceed twelve million five hundred dollars ($12,500,000) over three (3) years. Additionally, Per APS any one purchase order awarded cannot exceed four million dollars ($4,000,000).

# TABLE OF CONTENTS


| TABLE OF CONTENTS | PAGE # |
|---|---|
| OFFERORS' GENERAL INSTRUCTIONS | 3 |
| TERMS AND CONDITIONS | 8 |
| PROTESTS | 13 |
| OVERVIEW | 15 |
| RFP SCHEDULE | 15 |
| SCOPE OF SERVICES | 15 |
| EVALUATION CRITERIA | 23 |
| SUBMITTAL REQUIREMENTS | 25 |
| FORMS AND ATTACHMENTS | 28 |
| PROPOSAL CHECKLIST | 45 |

# OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.

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

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

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

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

4. **WRITTEN QUESTIONS:** Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and received on or prior to the deadline in this RFP.

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

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

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

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

9. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.

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

11. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals. Offerors should revisit the website (http://www.aps.edu/procurement), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.

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

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

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

14. **DISTRICT DISCRETION**: The District hereafter referred to as APS reserves the right, pursuant to NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.

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

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

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

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

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

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

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

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

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

21. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

22. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. "Awarded" in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.

23. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.

24. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.

25. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.

26. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.

27. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "Proprietary" or "Confidential" subject to the following requirements.

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

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

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

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

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

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

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

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

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

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

"**Evaluation Committee**" shall mean a body constituted to evaluate proposals and make selection recommendation.

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

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

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

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

"**Owner**" shall be Albuquerque Public Schools.

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

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

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

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

# TERMS AND CONDITIONS

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

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

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

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

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

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

7. **PRICING ESCALATION (if applicable):** Price escalation will be considered annually between January 1st and February 28th of each year following award. Escalation will be considered only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request. If NM Workforce Solutions for any reason does not publish wage rate adjustments in January of any year, this price escalation time frame may be adjusted to allow adequate time for contractors to submit price escalation requests.

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

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

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

11. **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. And, APS fails to cure the noncompliance within ten (10) days, or
        2. By written mutual agreement between the Contractor and APS.

    B. Termination by APS

        1. For Cause

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

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

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

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

2. For Convenience

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

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

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

12. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of the Offeror's Employees, Agents or Subcontractors. Offeror 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 Offeror's operation shall be repaired and/or restored to their original condition at the Offeror's expense.

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

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

| | |
|---|---|
| Workers Compensation and Employer's liability | $1,000,000 |

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

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

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

14. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS's access to books and records of such party.

15. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

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

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

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

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

20. **DELIVERY:** Goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).

21. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS's designated address).

22. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless the delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

23. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include **ANY** testing or inspection procedures required by the

specifications.

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

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

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

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

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

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

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

# 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 twenty four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico.

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 (NMSA 1978, §13-1-173).

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

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 NMSA 1978, §13-1-183.

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

# SCOPE OF WORK

## OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 2 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 29 APS authorized Charter schools. APS has approximately 75,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Dr. Gabriella Blakey.

## PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Electrical on Call Services, Repair and Maintenance.

## RFP SCHEDULE

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

# SCOPE OF WORK

Albuquerque Public Schools is seeking proposals for Electrical Services on-call. The successful Offeror must provide the proper equipment, supplies, and labor with required certifications and/or licenses to perform the following services, which include but not limited to:

a. Troubleshoots, maintains, repairs, installs and replaces building electrical equipment and electronic systems and components rated up to 600 volts;

b. Performs preventive maintenance utilizing multimeters and other specialty equipment to safely test, measure and then correct any observed deficiencies;

c. The parts and materials shall be obtained from APS Warehouse or APS approved vendors. If not available from APS Warehouse or APS approved vendors, the contractor shall obtain a parts and materials list with pricing for APS to approve.

d. Keeps accurate records of parts and materials used and maintains daily time reports to efficiently complete work and document details of the work performed;

e. Performs electrical maintenance work in accordance with established safety procedures;

f. Provides timely and courteous customer service, keeps APS Project Managers up to date on daily work order status to ensure clear, concise and necessary communication channels are maintained and customer expectations are met;

g. Install new and repair existing electrical circuits;

h. Install and repair electrical fixtures of all types;

i. Replace interior and exterior lightbulbs;

j. Install and replace metal and plastic conduits and associated pull boxes;

k. Install, repair and replace low voltage conductors;

l. Change or rebuild pad mounted transformers;

m. Install, repair or replace site building and pole lighting;

n. Repair underground electrical wiring;

o. Interior electrical short repair;

p. Locate underground utilities;

q. Replace defective disconnects;

r. Emergency calls – must be available 7 days a week, inclusive of holidays

**SERVICES TO BE PROVIDED**

**Maintenance & Repairs (Normal Conditions)**

Service under this category may include but is not limited to the following: General maintenance and/or repair of existing commercial and industrial wiring systems. Services may include repair of faulty wiring and electrical 11 components (including devices, and electrical equipment), as well as the repair and troubleshoot of various electrical systems. The contractor shall provide and install conduit, wiring, junction boxes, fixtures and electrical equipment to repair or replace existing installations which may include replacement of electrical equipment, conduits and other equipment that has been vandalized or otherwise in need of repair. In some cases, APS may choose to provide materials for installation based on our efforts to standardize products and devices. No additional material costs will be accepted from the vendor if APS provides material. In some cases, the installation methods may be dictated by a representative of APS.

Upon receiving a purchase order from the APS PM, the Contractor shall respond within one (1) business day and commence work within ten calendar (10) days for routine services. Note that failure to respond per this requirement shall be considered a breach of contract and cause for termination.

APS reserves the right to use an alternate contractor in cases of breach of contract. Within twenty-four (24) hours of completing the service, the Contractor shall notify APS that the work has been completed and schedule a walk through for acceptance of the finished Electrical service. Any items identified by the APS PM shall be addressed by the Contractor within three (3) calendar days.

**Maintenance & Repair (Emergency Conditions)**

Services under this category may include but is not limited to the following: Perform emergency electrical repair(s) service as designated by APS. Maximum response time for emergency repair service shall be within one (1) hour, unless otherwise agreed to between APS and the successful Offeror. Maximum response is defined as onsite response time after APS provides notification either by phone or email. If awarded contractor is not onsite within that time frame, APS reserves the right to cancel without penalty and seek alternative contractor. Successful Offerors shall have electricians available on-call (24) hours a day. Upon notification of the emergency condition, the successful Offeror shall immediately stabilize the site, and then provide a cost estimate report, including all work necessary and required to correct the emergency condition. Successful Offerors shall have the capacity to obtain a wide variety of small and large construction and electrical equipment to control and resolve catastrophic electrical outages which would prevent APS from providing services to the respected public schools and other owned facilities. . Such items can include emergency generators, excavating equipment, cabling, lighting towers, et cetera.

**New or Rehabilitation** –

Electrical Service Projects NOT TO EXCEED $1,000,000 PER PROJECT. Services under this category may include but is not limited to the following: Provide and install conduit, wiring, electrical fixtures and electrical equipment to repair or replace existing installations for new or rehabilitation electrical service projects

**Warranty:** The contractor shall warranty its work for new mechanical systems, appliances and related work, for materials and workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance for new installations. The contractor shall warranty its work for repairs or restoration of existing mechanical systems, appliances and related work for ninety (90) days from the date of acceptance of repairs, restoration, replacement or upgrade work for existing systems.

All personnel working on the project and providing these services shall be experiences and certified in all areas related to this work required by the Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and make the appropriate decisions needed to provide these services.

Any technician servicing EPA regulated refrigerants in HVAC units MUST have a valid EPA Section 608 Certification covering applicable refrigerant The Contractor/Subcontractor will assume responsibility for all EPA fines including those attributable to the owner if the Contractor/Subcontractor is found to be illegally, intentionally, or accidentally releasing any regulate refrigerant. Prior to working on any regulated refrigerant-containing equipment, the Contractor/Subcontractor shall provide a written statement certifying that they will use EPA-certified refrigerant recovery and recycling equipment when applicable

**Licensing Requirements**: The successful contractor shall be properly licensed with New Mexico Construction Industries Division and possess a State of New Mexico Contractors License. Actual work shall be under the supervision of a properly licensed Journeyman. **EE-98 Residential and commercial electrical wiring 5000 volts, nominal or less.** Requires four years' experience. Includes all electrical wiring operating at 5000 volts, nominal, or less, electrical wiring identified in electrical specialty classifications ES-1, ES-2, ES-3 and ES-7, residential electrical wiring identified in classification ER-1, and only trenching and ductwork associated with classification EL-1. Does not include electrical wiring defined in the EL-1 classification other than trenching and duct work as specified above. May bid and contract as the prime contractor of an entire project provided the electrical contractor's portion of the contract, based on dollar amount, is the major portion of the contract.

.

**CODES, FEES, AND PERMITS:** All work shall be executed in accordance with the current State of New Mexico Code, local and state ordinances, and regulations governing the particular class of work involved. The Contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The Contractor shall be reimbursed by APS for these permit fees only. No markup will be allowed on permit reimbursement. Actual copies of the permit charges **MUST** be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no mark up. In the event of a conflict between the various codes and standards, the more stringent shall govern.

**AWARDED CONTRACT AND APS GENERAL CONDITIONS FOR CONSTRUCTION:** Offerors who are awarded work under this RFP will be required to enter into the most current edition of the APS Agreement between Owner and Contractor and accept the General Conditions of the Contract for Construction before beginning the first job under this contract. All work will be authorized through separate purchase orders which will detail the scope of work and compensation.

Sample Contract & Construction Terms. Specifically documents: 00 5000 Contractor Agreement PDF Form, 00 5000 Exhibits 0808 PDF Form, & 00 7000 General Conditions APS from PSFA v2 r2 PDF Form. Documents can be found here: http://www.aps.edu/facilities-design-and-construction/contracts

**SUPERVISION:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present

on the site during the execution of the work. The cost of such a foreman will be considered as a part of the contractor's overhead and may not be billed as a separate charge. If the foreman actually works on the site as a crew member **AND** has the authority to hire and fire personnel, his hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.

**PROJECT MANAGEMENT SOFTWARE:** The successful Offeror shall purchase, at the Offeror' s expense, one or more seat licenses for APS Project Management Software, as needed for the General Contractor. The APS Project Management software is e-Builder. More information can be found at www.e-builder.net. e-Builder software pricing is subject to change without notice. APS does not have control over the cost of e-Builder pricing. E-builder software is applicable if FD&C issues a major project.

For the majority of the projects under this RFP will be issued by the Maintenance and Operations department. The Project Management Software utilized is School dude for all Work Orders and contactors do not purchase the software. APS will set the awarded contractors up with access and log in credentials at no cost.

Subcontractors are not required to purchase licenses. APS will provide training on the use of the project management software. Further, the successful Offeror is required to work with APS staff to ensure the all project communication, correspondence, submittals, change orders, pay requests, etc. are submitted, maintained and managed through APS's web-based Project Management Software.

**SUBCONTRACTOR(S):**

- **Subcontractor Listing Requirement**: Pursuant to NMSA 1978 §13-4-34, a bid for any public works construction project shall provide a listing threshold which shall be five thousand dollars ($5,000) or one half of one percent of the estimate of the total project cost, whichever is greater. A bid submitted who fails to comply with NMSA 1978, §13-4-34-A is a deemed nonresponsive bid.

- **Subcontractor Bonds:** Pursuant to NMSA 1978, §13-4-37, it is the responsibility of each Subcontractor submitting a bid to a Contractor to be prepared to submit a faithful performance and payment bond. Pursuant to NMSA 1978, §13-1-148.1, a Subcontractor shall provide a performance and payment bond on a public works building project if the Subcontractor's contract for work to be performed on a project in one hundred twenty five or more.

- **Substitution of Sub-Contractors:** A bid submitted by a Registered Prime Contractor wishing to substitute a Subcontractor must be in compliance with NMSA 1978, §13-4-36.

**PREVAILING WAGES:** Pursuant to NMSA 1978 §13-4-11, every job contract or project in excess of sixty thousand dollars ($60,000) that APS is a party to for construction, alteration, demolition, or repair or any combination of these, including painting and decorating of public buildings, public works or public roads shall comply with the aforementioned statute.

Please refer to the NM Workforce Solutions website for prevailing wage rates.
https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works

Prevailing wage decisions will be issued per project when the projects is identified and in excess of sixty thousand dollars ($60,000).

**DEPARTMENT OF WORKFORCE SOLUTIONS REGISTRATION:** Any Contractor, Prime Contractor or Subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars ($60,000) must be registered with the Department of Workforce Solutions, pursuant to NMSA 1978 §13-4-13.1.

**BONDING REQUIREMENTS:**

- **Bid Security (Bond):** In accordance with NMSA 1978, §13-1-146, bid security must be submitted with proposal in the amount equal to at least five percent of the amount of the bid. Bond must be

satisfactory to APS, executed by a surety company authorized to do business in the State of New Mexico. Bonding for this RFP $25,000.00.

- **Performance and Payment Bonds**: In accordance with NMSA 1978, §13-4-18, the successful Offeror, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of one-hundred percent (100%) for any project which exceeds twenty-five thousand dollars ($25,000.00) or satisfactory evidence that such bonds will be furnished within seven days. Bond must be satisfactory to APS, executed by a surety company authorized to do business in the State of New Mexico.

Offerors shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit.. The cost of all bonding are to be included in the Offeror's price proposal. The Offeror may quote bond and permit fees per project on separate lines similar to how gross receipts tax is shown.

- **UNALLOWABLE COSTS**: APS will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain.

  APS does not pay for project managers, inspectors, clerical support, etc, mileage, cellular telephones, meals, travel, or per diem.

**REQUESTS FOR WORK – TASK ORDERS:**

**a)** Estimates – Estimates are to be prepared at no charge to APS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days. **All estimates must include the APS awarded contract number**.

**b)** Routine Requests – Contractor shall commence work within a three (3) day period after receiving proper authorization (Signed estimate and approved Purchase Order from APS Procurement). Once begun, work shall continue, during normal working hours, without interruption until completion. The Contractor shall be able to respond to multiple routine requests at any one time.

**c)** Emergency Requests – The Contractor shall be able to provide service twenty-four (24) hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS Designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, and will become an integral part of the contract.

**ORDER PLACEMENT**: An approved purchase order will be issued by APS Procurement. DO NOT accept verbal orders from Departments without an approved purchase order from APS Procurement Department. APS will NOT pay for unauthorized purchases.

**STANDARDS** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to the owner.

**SPECIFICATIONS:**

APS may have specifications which may apply to any given project. APS specifications will be provided by the APS project manager.

- **Specifications Deviation:** General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications or the more stringent shall rule. On any job where there is doubt as to the process of installation to be used, the final decision will be made by the APS Project Manager, or designee.

**GUARANTEE:** The Contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from all defects and shall agree to replace at his/her expense, without expense to APS, any and all defective equipment, parts, etc. within twelve (12) months after service is accepted by APS. This excludes normal maintenance and daily servicing of equipment which is the Owner's responsibility.

**WARRANTY:** The Contractor shall warranty its work for new materials and workmanship furnished and performed under the awarded contract for a period of one (1) year minimum from the date of acceptance. The Contractor shall warranty its work for repairs and related work for ninety (90) days from the date of acceptance of repairs or restoration.

**SAFETY:** The Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The Contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The Contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, losses, liability, and expenses resulting from any alleged violations of said regulations including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The Contractor also shall be responsible for damage to persons or property that occurs as a result of the Contractor's fault or negligence, or that of the Contractor's employees and/or agents, in connection with this contract.

**WORKMANSHIP:** All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work.

**PROTECTION OF ADJACENT SURFACES:** The Contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage. Contractor shall repair promptly any such damage at Contractor's own expense and to the satisfaction of APS.

Utility spotting requires a twenty-four (24) hour notice. This may be obtained by calling M&O at (505)765-5950.

**PROTECTION OF THE WORK:** The Contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS Designee.

**CLEAN-UP:** The Contractor shall keep the site reasonably clean and neat during the execution of the work, and shall remove accumulations of debris at the end of each day.

All materials, associated debris, and surrounding areas must be cleaned prior to final acceptance of performed work.

- **Clean-up following competed work:** All materials, associated debris, and surrounding areas must be cleaned prior to acceptance of performed work.

**INSPECTIONS:** As applicable, Contractor shall contact APS Project Manager, or Designee, when work is ready for inspection. Payment is contingent upon passing any inspection. APS will not compensate the contractor for work/materials needed to remedy a "no pass" inspection.

APS may inspect projects at any time with or without prior notification to the Contractor. APS reserves the right to observe all framing, electrical or plumbing work before it is covered. Should any work be covered contrary to request or to any requirement of the contract documents, the APS Project Manager or designee may order it uncovered for observation. The Contractor shall uncover and replace all such work at their own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by APS shall promptly be removed, replaced, or corrected as applicable. The cost of this work shall be borne by the contractor. The Contractor shall notify APS twenty-four (24) hours in advance before covering up any concealed work or conducting test by any authority.

**WORK ORDERS**: Work performed under this contract is subject to strict APS internal controls. APS Project Manager or designee reserve the right to visit any job site while work is in progress. APS will not necessarily advise contractor prior to these visits.

**SCHEDULING**: The Contractor shall work with the APS Project Manager to avoid interference with the instructional program and to protect site occupants by arranging an acceptable work/delivery schedule**.**

Normal Hours: Monday through Friday 7:00 AM – 3:30 PM,

After Hours: Monday through Friday 3:31 PM – 11:59 PM

Weekends: Saturday 7:00 AM – 6:00 PM

Holidays: Per APS District Calendar

**COMPLETION: Completion times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of APS.**

On completion of the various parts of the work, the work shall be inspected by the constituted authorities and approved, and on completion of the work, the final certificates of approval shall be obtained by the Contractor and delivered to APS.

**INVOICE PROCEDURES:** Itemized invoices clearly referencing appropriate RFP pricing item number, pricing agreement and work order number, shall be submitted in duplicate to the requesting department. Copies of the cover sheet, work order, actual reimbursable invoices, and technician labor breakdown shall be attached to the invoice to substantiate charges for auditor tracking purposes. Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records. Upon request or when changes to staffing occur, a list of technicians and their pay rate shall be submitted to the Requesting Department for invoice processing and compliance.

- **INVOICES MUST BE SUBMITTED WEEKLY AND NO LATER THAN 30 DAYS AFTER WORK ORDER COMPLETION. INVOICES REQUIRING CORRECTIONS MUST BE RETURNED FOR PROCESSING WITHIN 10 DAYS OF RECEIPT. FAILURE TO DO SO CAN RESULT IN SUSPENSION OF FUTURE WORK ASSIGNMENTS.**

**Contractor must be prepared to submit detailed invoices for proof of contract compliance including material lists.**

**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, contest or other promotional. /advertising activities with vendors or potential vendors in connection with a procurement action.

# MATERIALS

**MATERIALS SUPPLY AND QUALITY:** Contractor shall maintain at all times (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). All materials shall be of equal or greater quality as compared to the original. Any manufacturer's data supplied with the materials shall be submitted to the APS Project Manager, or Designee. All materials shall be new, unused, and in perfect condition. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the Project Manager.

**PROCUREMENT OF OTHER MATERIALS:** APS reserves the right to procure any materials through normal procurement channels and to furnish such materials to Contractor for installation. Materials, so procured shall not be marked up by the Contractor in any manner.

Installation shall be in strict accordance with the recommendations of the Manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the Contractor shall report such conflicts to APS. Changes shall be made as mutually agreed or necessary.

**SPECIALIZED EQUIPMENT:** Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the Contractor is required to establish the pricing which will apply. Contractor must identify the charges that will apply for all items, indicate pass-through Contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable; this will include rental equipment. If an item is not priced, it will be assumed to be included in the Contractor's overhead. Equipment will be added or deleted at the time of contract renewal or upon request by APS. (**PLEASE NOTE**: small tools, tape, miscellaneous screws and similar small items are to be in the Contractor's overhead).

# EVALUATION CRITERIA

**EVALUATION CRITERIA**

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

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

| | Possible Points | Points This RFP |
|---|---|---|
| **Company Profile**<br>Provide a description of your company's history, company size, location of home and corporate offices, and your company's capabilities to perform the requirements of this contract. Include financial position, bonding capacity and human resources. Describe your company's experience in on call construction related estimating and in construction related scheduling. | 10 | |
| **Experience – Past Performance**<br>Provide references with at least three current or previous Owners, Owners' Project Managers and Stakeholders with which you have worked as an On-Call Contractor within the past three years:<br>• List projects that required continuous occupancy during major renovation<br>• Description of the projects<br>• Scope of your company's work on the projects<br>• Location & Owner; Provide contact person, email and telephone number<br>• Final construction cost<br>• Total dollar amount of Change Orders<br>• Experience in dealing with craft labor relations | 16 | |
| **Assigned Personnel to APS – Contract Staffing**<br>Provide a company-wide organization chart and list of key personnel including their roles and responsibilities, for example; specification development. Provide a project organization chart showing proposed staffing for this contract. Include resumes of all individuals listed on the chart, specifically, your proposed corporate personnel directly assigned to the contract. Describe on-call construction related experience of personnel assigned to this project. | 12 | |

| | | |
|---|---|---|
| **Management Plan**<br>Describe how you will integrate estimating, project scheduling, quality assurance, etc. into the specific tasks. Describe your approach in working with the Owner and project stakeholders. Explain how you will assure that a successful team atmosphere will be nurtured. Discuss your company's experience and ability to meet the project timelines and budget requirements. Discuss how you plan to provide services for the District. | 12 | |
| **Health & Safety Plan**<br>Provide a summary description of the Contractor's Health and Safety management system. (One copy only of the full Contractor's written Safety Plan) | 10 | |
| **Pricing**<br>Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work. Scoring 20 points under $60K 20 points over $60K | 40 | |
| **Total Possible Points** | **100** | |
| **Interview ( if needed)** | **50** | |
| **New Mexico Resident Business or Native American Resident Business Preference:**<br>Eight percent of the total possible points to a resident business.<br>Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department. | 8 | |
| **Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference:**<br>Ten percent of the total possible points to a resident veteran business or native American resident veteran business preference<br>• 10 points for Resident Veteran Business/Contractor with annual revenues of $6 million or less in the proceeding tax year as verified by State of NM Tax & Revenue. | 10 | |
| **Total Possible Awarded Points** | **100-160** | |

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

# SUBMITTAL REQUIREMENTS

## ATTENTION:

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

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

**Important Information:** Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.
Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time. Please Note: There is no fee to submit a bid/RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

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

**Proposal Format**
Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal, Full Version of HSafety Manual and Required Forms do not count towards page count. Please upload only one file that contains all documentation in Vendor Registry. If the Health/Safety Manual is more than 15 pages submit separately.

Section 1 -Letter of Transmittal (page 26)
Section 2 –Company Profile
Section 3 -Experience – Past Performance
Section 4 –Assigned Personnel – Contract Staffing
Section 5 -Management Plan – Approach/Methodology
Section 6 -Health and Safety
Section 7 -Pricing
Section 8 -Required Forms

**Additional Information:**

**HEALTH AND SAFETY**

**Provide the following information:**

a. Provide a summary description of the Contractor's Health and Safety management system.

b. Identify the competent person responsible for, and capable of, implementing the safety and health program/plan.

c. Address project specific health and safety risks that have been identified by the RFP and additional risks that the Offeror's team has identified. Describe processes to minimize risk and to ensure that health and safety issues are clearly communicated with the Contractors, Subs, and the Owner.

**Detailed Scoring Guidelines for "Health and Safety" criterion:**

| | |
|---|---|
| 1. Summary Description of Health and Safety Plan | 0.5 |
| 2. One Full Copy of Written Safety Plan | 1.5 |
| 3. Competent Person Responsible/Capable of Implementing | 1.5 |
| 4. Describe Processes to Clearly Communicate Health/Safety Issues | 2.5 |
| 5. Experience Modification Rate Past 5 Years (Equal to, or Better Than Average) | 1.4 |
| 6. Recordable Incident Rate for Past Calendar Year OSHA 300 Log | 1.4 |
| 7. Free of Committing Serious/Willful Violations of Federal/State Safety Laws | 1.2 |
| **Total Possible Points** | **10.0** |

**Pricing- PRICE PROPOSAL –DETAILED REQUIREMENTS**

**PRICE PROPOSAL FORM:**

1. Before submitting a proposal, each Offeror shall carefully examine the RFP; and shall include in the proposal the cost of all items required by the RFP.
2. Labor Pricing
3. Labor Rates - Provide forms requesting labor rates that are fully loaded with administrative, overhead and profit costs.
4. Statement of Specialized Equipment

**REQUIRED FORMS:**

**A. BID BOND:** In accordance with NMSA 1978, §13-1-146, bid security must be submitted with proposal at the amount per statute. BONDING FOR THIS SUBMITTAL $25,000.00.

**B. OFFEROR'S CONTRACTOR'S LICENSE(S)**

**C. CERTIFICATE OF INSURANCE:** Offeror shall provide a Certificate of Insurance that meets the requirements listed in RFP.

**D: NEW MEXICO RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:**

1. To receive a Resident Business Preference, a Business or Contractor shall submit with its proposal a copy of a valid Resident Business Certificate or valid Resident Contractor Certificate issued by the NM Taxation and Revenue Department. This form must be included in submittal to obtain points.
2. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
3. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the

goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

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

**E. SIGNED CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**F. SIGNED CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM**

**G. SIGNED STATEMENT OF CONFIDENTIALITY**

# FORMS & ATTACHMENTS

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

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

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

| |
|---|
| |
| |
| |

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

| | |
|---|---|
| Name | |
| Title | |
| E-Mail Address | |
| Telephone/Fax number | |

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

| | |
|---|---|
| Name | |
| Title | |
| E-Mail Address | |
| Telephone/Fax number | |

4. For the person to be contacted for clarifications:

| | |
|---|---|
| Name | |
| Title | |
| E-Mail Address | |
| Telephone/Fax number | |

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

SIGN HERE

_____

_____

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

**OFFEROR'S INFORMATION FORM**

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for General Contractor services on demand for small projects.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Email: _____

Affix Corporate Seal if proposal is by Corporation)

The primary trades and uses for this proposal are referenced in the pricing section. Offerors must submit labor pricing for in order to allow for cost analysis to be performed. Omission of any of the classifications will constitute a non-responsive offer.

## LABOR RATES

**Base Rates should be fully loaded to include: fringe, apprenticeship, administration, overhead and profit.**

Trade Classification - Each classification has two entries:

a- projects less than $60,000

b- projects equal to or over $60,000

Normal Base work hours are defined as: 7:00am – 3:30pm Monday-Friday

Shift work defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shirt between 3:30 PM and Midnight in order to complete a project during hours that the school is not normally open. In this event, hourly rates will be charged as indicated under "shift differential" on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the APS Project Manager or designee.

**Overtime** is Over 8 hours a day and must be pre-approved by APS.

**Holiday** is Federal Holidays

**Emergency** is After Business hours and includes weekends.

New Mexico Department of Workforce Solutions
**TYPE "B" GENERAL BUILDING**
https://www.dws.state.nm.us/Public-Works

Descriptions are available at:
https://www.dws.state.nm.us/Portals/0/DM/LaborRelations/Public_Works_Minimum_Wage_Act_1_1_2019.pdf?ver=2021-08-26-094848-013 (

| | Trade Classification | | Hourly Rate |
|---|---|---|---|
| 1a | E1-01 High Voltage (Projects < $60,000) | Base Hourly Rate | $ |
| | | | |
| | | | |
| | | | |
| 1b | El -01 High Voltage (Projects = > $60,000) | Base Hourly Rate | $ |
| | | | |
| | | | |
| | | | |
| 2a | Journeyman (Projects <$60,000) | Base Hourly Rate | $ |
| | | | |

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| 2b | Journeyman (Projects = >$60,000) | Base Hourly Rate | $ |
| | | | |
| | | | |
| | | | |
| 3a | Electricians-Outside Class Zone 1<br>(Projects < $60,000) Ground man | Base Hourly Rate | $ |
| | | | |
| | | | |
| | | | |
| 3b | Electricians Outside Class Zone 1<br>(Projects = >$60,000) Ground Man | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 4a | Electricians-Outside Class Zone 1<br>(Projects < $60,000) Equipment Operator | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 4b | Electricians-Outside Class Zone 1<br>(Projects = >$60,000) Equipment Operator | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 5a | Electricians-Outside Class Zone 1<br>(Projects < $60,000) Lineman/Tech | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 5b | Electricians-Outside Class Zone 1<br>(Projects = >$60,000) Lineman/Tech | Base Rate | $ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| 6a | Electricians-Outside Class Zone 1<br>(Projects < $60,000) Cable Splicer | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 6b | Electricians-Outside Class Zone 1<br>(Projects = > $60,000) Cable Splicer | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 7a | Electricians-Inside Class Zone 1<br>(Projects < $60,000) Wireman/low Voltage tech | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 7b | Electricians-Inside Class Zone 1<br>(Projects = > $60,000) Wireman/low Voltage tech | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 8a | Electricians-Inside Class Zone 1<br>(Projects < $60,000) Cable Splicer | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 8b | Electricians-Inside Class Zone 1<br>(Projects = > $60,000) Cable Splicer | Base Rate | $ |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| | | | |
| 9a | Laborers: (Projects < $60,000)<br>Group 1-Unskilled and semi-skilled | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 9b | Laborers: (Projects = > $60,000)<br>Group 1-Unskilled and semi-skilled | | $ |
| | | | |
| | | | |
| | | | |
| 10a | Laborers: (Projects < $60,000)<br>Group II-Skilled | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 10b | Laborers: (Projects = > $60,000)<br>Group II -Skilled | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 11a | Laborers (Projects < $60,000)<br>Group III-Specialty | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 11b | Laborers (Projects = > $60,000)<br>Group III-Specialty | Base Rate | $ |
| | | | |
| | | | |
| | | | |
| 12a | Foreman (Project < $60,000) | Base Rate | $ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| 12b | Foreman (Projects => $60,000) | Base rate | $ |
| | | | |
| | | | |
| | | | |

## TRA-SER PRICING MATRIX

| CATEGORIES | | TRA-SER REFERENCE | DISCOUNT |
|---|---|---|---|
| 100 | Conduit | 2100, 1050, 1100, 1110 | _____ |
| 101 | Rigid Conduit Fittings | 2200, 2210, 2110, 9200 | _____ |
| 104 | Conduit Hangers | 2810, 2820 | _____ |
| 105 | EMT | 2300, 1800, 1200 | _____ |
| 106 | Flex Conduit | 2400, 1300, 2410, 1400 | _____ |
| 107 | Plastic Conduit | 1500, 2230 | _____ |
| 108 | Wire Mold | 1900 | _____ |
| 110 | Wire | 730, 750, 280, 111, 710, 720, 727, 728 | _____ |
| 111 | Aluminum Wire | 502 | _____ |
| 114 | Non-Metallic Cable | 121 | _____ |
| 115 | Armored Cable | 130, 611 | _____ |
| 116 | Service Entrance Cable | 141, 142 | _____ |
| 117 | Bare Wire | 301, 302 | _____ |
| 119 | Cords | 250, 210, 220, 230, 240 | _____ |
| 120 | Outlet Boxes Switch/Flr | 2720, 2600, 2700, 2710, 2730 | _____ |
| 130 | Safety Switches | 3100 | _____ |
| 131 | Industrial Breakers | 3200 | _____ |
| 132 | Load Centers | 3300, 3310, 3320 | _____ |
| 133 | Service Equipment | 3300 | _____ |
| 134 | Panel board | 3400 | _____ |
| 135 | Meter Socket | 3500 | _____ |
| 136 | Pull Boxes, Wire way | 3600 | _____ |
| 138 | Motor Control | 4100, 4200 | _____ |
| 140 | Condulets | 2510, 2520, 2530 | _____ |
| 150 | Fixture Connectors | 6420 | _____ |
| 151 | Lugs | 6410 | _____ |
| 152 | Anchors | 6510 | _____ |
| 153 | Screws | 6530 | _____ |

| CATEGORIES | | TRA-SER REFERENCE | DISCOUNT |
|---|---|---|---|
| 155 | Tools | 6610, 6620, 6680 | _____ |
| 160 | Receptacles | 5400, 5500, 5600, 5700, 5100, 5200, 5300 | _____ |
| 161 | Switches | 5400, 5500, 5600, 5700, 5100, 5200, 5300 | _____ |
| 162 | Plates | 5100 | _____ |
| 164 | Cap Connectors | 5100 | _____ |
| 165 | Lamp Holders | 5100 | _____ |
| 170 | Fuses | 6100, 6120, 6130 | _____ |
| 180 | Tape & Solder | 6430 | _____ |
| 190 | Transformers | 3900, 9500 | _____ |
| 195 | Signaling | 6300 | _____ |
| 200 | Fans | 8100, 8200 | _____ |
| 205 | Heaters | 8580, 8590, 8520, 8530, 8540 | _____ |

| | | | |
|---|---|---|---|
| 210 | Recessed Fixtures | 7221 | _____ |
| 220 | Florescent Fixtures | 7210 | _____ |
| 230 | Floodlights | 7340, 7330, 7230, 7310 | _____ |
| 240 | Misc. Fixtures | 7320, 7260 | _____ |
| 250 | Lamps | 7140, 7150, 7160, 7100<br>7110, 7120, 7130 | _____ |
| 255 | Ballast | 7410, 7420 | _____ |
| 260 | Batteries | 6200 | _____ |
| 270 | Time Switches | 4400 | _____ |
| 275 | Temperature Controls | 4300 | _____ |
| 280 | Wire holders | 9100, 9110, 9300 | _____ |

**TOTAL PERCENTAGE AVERAGE FOR CATEGORIES 100THROUGH 280 % avg**

**_____**

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the **use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.**

The values in the table shall be used to reimburse Contractors for administration fees of obtaining materials that are not obtained from APS Warehouse or APS approved vendors on contract. The parts and materials obtained from APS Warehouse or APS approved vendors on contract are not eligible for the fixed fee. Contractor shall provide one invoice per completion of work order to calculate fixed fee.
Fixed fee is not allowable for labor rates or sub-contractor costs/fees.

This fee is strictly for obtaining materials by general contractor. The maximum fee will be $3500.00

**PLEASE NOTE THE DISTRICT RESERVES THE RIGHT TO NEGOTIATE ACTUAL FIXED FEE AMOUNTS ON A PROJECT PER PROJECT BASIS AS IT DEEMS NECESSARY.**

| Dollar Amount Estimated Materials Costs | | | Fixed Fee (Expressed in Dollar Amount) |
|---|---|---|---|
| | 1.00 - | $100.00 | NO FEE |
| | 101.00 - | $200.00 | $10.00 |
| | 201.00 - | $300.00 | $20.00 |
| | $301.00 - | $400.00 | $30.00 |
| | $401.00 - | $500.00 | $40.00 |
| | $501.00 - | $600.00 | $50.00 |
| | $601.00 - | $700.00 | $60.00 |
| | $701.00 - | $800.00 | $70.00 |
| | $801.00 - | $900.00 | $80.00 |
| | $901.00 - | $1000.00 | $90.00 |
| | $1001.01 - | $1100.00 | $100.00 |
| | $1101.00 - | $1200.00 | $110.00 |
| | $1201.00 - | $1300.00 | $120.00 |
| | $1301.00 - | $1400.00 | $130.00 |
| | $1401.00 - | $1500.00 | $140.00 |
| | $1501.00 - | $1600.00 | $150.00 |
| | $1601.00 - | $1700.00 | $160.00 |
| | $1701.00 - | $1800.00 | $170.00 |
| | $1801.00 - | $1900.00 | $180.00 |
| | $1901.00 - | $2000.00 | $190.00 |
| | $2001.00 - | $5000.00 | $250.00 |
| | $5001.00 - | $8000.00 | $450.00 |
| | $8001.00 - | $10000.00 | $650.00 |
| | $10001.00 - | $15000.00 | $850.00 |
| | $15001.00 - | $20000.00 | $1200.00 |
| | $20001.00 - | $25000.00 | $1500.00 |
| | $25001.00 - | $30000.00 | $1900.00 |
| | $30001.00 - | $35000.00 | $2250.00 |
| | $35001.00 - | $40000.00 | $2600.00 |
| | $40001 - | $45000.00 | $2900.00 |
| | $45001.00 - | $50,000.00 | $3300.00 |
| | OVER $50001.00 - | | $3500.00 MAXIMUM |

**PLEASE NOTE THE DISTRICT RESERVES THE RIGHT TO NEGOTIATE ACTUAL FIXED FEE AMOUNTS ON A PROJECT PER PROJECT BASIS AS IT DEEMS NECESSARY.**

**FIXED FEE- Do not Change Fixed Fee Dollar Amounts; this is the compensation that APS will pay.**

**Specialized Equipment:** Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the Contractor is required to establish the pricing which will apply. Contractor must identify the charges that will apply for all items, indicate pass-through Contractor's cost, discount from list, no charge, fixed fee, cost plus or an hourly rate as may be applicable. If an item is not priced, it will be assumed to be included in the Contractor's overhead. Listed equipment shall not exceed preveiling rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. (**PLEASE NOTE:** that small tools, tape, miscellaneous screws and similar small items are to be in the Contractor's overhead.)

# STATEMENT OF SPECIALIZED EQUIPMENT

| EQUIPMENT | HOURLY | DAILY | WEEKLY | MONTHLY |
|---|---|---|---|---|
| Trencher | | | | |
| Concrete Saw | | | | |
| Scaffolding | | | | |
| Portable Generators | | | | |
| Portable Compressor | | | | |
| Bobcat | | | | |
| Post Hold Diggers | | | | |
| Back Hoe | | | | |
| Compressor | | | | |
| Diamond Blade | | | | |
| Bucket Truck | | | | |
| Crane | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***Please add any additional equipment in the remaining space on this form.***

# COMPLIANCE

***(REQUIRED LEGAL FORMS)***

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

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

"**Pendency of the procurement proces**s" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

_____

Signature Date

_____

Title (position)

**– OR –**

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

_____

Signature Date

_____

Title (position) Offeror Business Name

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

## CONFLICT OF INTEREST

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

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

### CERTIFICATION OF NON-COLLUSION STATEMENT

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

INITIA

_____

### DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

SIGN HERE

Signature: _____ Date_____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

**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.

SIGN HERE

_____

Signature

_____

Title

_____

Offeror Business Name

_____

Date

## PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

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

- ☐ Letter of Transmittal **SIGNED**
- ☐ Evaluation Criteria Documentation
- ☐ Labor Pricing
- ☐ Labor Rates
- ☐ Statement of Specialized Equipment
- ☐ Contractor License/s
- ☐ Bid Bond- REQUIRED $25,000.
- ☐
- ☐ Certificate of Insurance
- ☐
- ☐ Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- ☐ Campaign Contributions Disclosure Form, **SIGNED**
- ☐ Statement of Confidentiality**, SIGNED**
- ☐ Resident Contractor Or Native American Resident Contractor (or Veteran Resident Contractor or Native American Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable
  Obtain more information:
  http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx **and**
  https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx
- ☐ Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
  http://www.aps.edu/procurement/current-bids-and-rfps