



**REQUEST FOR PROPOSALS**

**RFP Number: 15-031MM-AM**

**Electrical Contractor – On Demand**

**October 10, 2014**

**ALBUQUERQUE PUBLIC SCHOOLS**

**MAINTENANCE AND OPERATIONS  
FACILITIES DESIGN & CONSTRUCTION  
AND**

**OFFSITE PROCUREMENT OFFICE  
LINCOLN COMPLEX, BLDG. A, FIRST FLOOR, ROOM 7  
915 LOCUST ST. SE  
ALBUQUERQUE, NM 87106**

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# I. OVERVIEW OF RFP AND PROJECT

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Albuquerque Public Schools (APS) is requesting competitive sealed proposals with the intent of entering into a contract with an electrical contractor(s) for the purpose of providing various electrical services, electrical maintenance and electrical construction on-demand. All potential Offerors are to read, understand and accept the requirements of this Request for Proposals (RFP), especially the **mandatory requirements**.

**This is a qualifications-based selection with cost as a consideration.** The Offeror is required to provide, as part of the Technical Proposal, the qualifications and other documents requested in this RFP. The Price Proposal will be evaluated separately from the Technical Proposal.

The award of a contract for an electrical contractor services shall take into consideration certain contractor qualification and performance factors that add value to a procurement contract. Factors such as contractor past performance, technical expertise and experience, management capabilities and resources, will form the basis for the criteria to be considered, in addition to price to perform the scope of work. Award shall be made in accordance with the terms conditions, and requirements stated herein.

## B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS

Albuquerque Public Schools (APS) is the nation's 28th largest school district covering a 1200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board of seven members serving staggered terms of four years each governs the district. The Albuquerque school district maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms and administrative offices. The district strives to keep pace with Albuquerque's growth. The approximately 90,000 APS students plus 5000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools.

## C. PROJECT DESCRIPTION

Various electrical services on demand for projects not to exceed \$750,000.00

## D. PROJECT FUNDING

Albuquerque Public Schools has funds to administer various projects and will be referred to throughout the contract documents as the "Owner".

## E. MANDATORY PRE-PROPOSAL MEETING

**Attendance at the pre-proposal meeting is mandatory. The pre-proposal meeting will be conducted at Lincoln Complex, Building A, First Floor Conference Room – 915 Locust Street SE, Albuquerque, NM 87106 on October 23, 2014 at 2:00 PM local time. All electrical contractors who intend to submit a proposal for this project, must attend this meeting. Only those electrical contractors who attend this mandatory pre-proposal meeting are eligible to provide a response to this procurement.**

## **F. PROPOSAL SECURITY**

Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of \$1,000,000.00 ( $\$1,000,000.00 \times 0.05 = \$50,000.00$ ), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each price proposal.

The Offeror will provide, with the proposal, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain Performance; Labor, and Materials Payment Bond for projects which exceed \$125,000.00.

No Offeror may withdraw his proposal for **45 days** after the actual date of the opening thereof.

## **G. SUBCONTRACTOR LISTING FORMS**

This RFP includes subcontractor listing requirements for those projects which exceed \$60,000.00.

## **H. NEW MEXICO PREVAILING WAGE RATES**

Wages to be paid as a result of a contract awarded could be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the Electrical Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the Electrical Contractor will not relieve the Electrical Contractor from becoming aware of or complying with such determinations.

## **I. PERMITS, PLAN CHECKING FEES, OTHER CHARGES**

Offerors shall include as part of the Price Proposal all costs incurred for permits, including any Plan Checking Fees as charged by the City of Albuquerque (or any other applicable entity or agency with jurisdiction over the projects) for checking Contract Documents prior to obtaining a permit. Additionally, the Owner will not pay for business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. The cost of all bonding will be paid by the Offeror and will not be paid by the Owner. These costs are to be included in Offeror's Price Proposal.

## **J. APS BEHAVIORAL POLICIES APPLY TO ELECTRICAL CONTRACTOR'S PERSONNEL**

All current behavioral policies of the APS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on APS property, shall be deemed to be in force for the Electrical Contractor's work forces when they are on APS property, including the project work site.

## **K. METHOD OF AWARD:**

The Owner intends to award this procurement to the highest ranked Offeror(s) in accordance with the Request for Proposals requirements. Further, based on the district's needs, APS reserves the right to issue a multiple award. The Owner reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contract to the Offeror whose proposal it deems to be in the best interest of the Owner.\*

**\*NOTE: Please read all of the RFP documents carefully for mandatory requirements.**

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events of the Selection Process and specifies general requirements.

### A. SEQUENCE OF SELECTION PROCESS EVENTS

	Event	Responsible Party	Date	Location
1.	Advertisement	APS Procurement	10/12/14	Public Advertisement
2.	RFP and Construction Documents Made Available to Potential Offerors on the procurement website: <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a> )	APS Procurement	10/13/14	APS Procurement Website: <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a>
3.	<b>Mandatory Pre-proposal Conference</b> (Only those who are in attendance will be eligible to submit a proposal)	<b>APS Procurement</b>	<b>10/23/14 2:00 PM</b>	<b>Lincoln Complex, Bldg. A, First Floor Conference Room, 915 Locust St. SE 87106</b>
4.	Submission of Written Questions	Potential Offerors	10/27/14 before 2:00 PM deadline	Michael Madrid, CPPB Construction Buyer <a href="mailto:michael.madrid@aps.edu">michael.madrid@aps.edu</a>
5.	Release of Last Addendum Prior to Submission of Proposals	APS Procurement	10/29/14	APS Procurement Website: <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a>
6.	<b>Submission of Price &amp; Technical Proposals: Volume 1 &amp; 2</b>	Offerors	<b>11/04/14 2:00 PM deadline</b>	<b>APS Offsite Procurement Office, Lincoln Complex, Bldg. A, Room 7, 1<sup>ST</sup> Floor, 915 Locust St. SE</b>
7.	Proposal Evaluation	Evaluation Committee	TBD	APS FD+C Offices
8.	Notice of Finalists (if interviews are held)	APS Procurement	To be determined (only if needed)	
9.	Interviews of Finalists (if interviews are held)	Evaluation Committee	To be determined (only if needed)	APS FD+C Offices
10.	Professional Courtesy Letter	APS Procurement	1 Day following final Evaluation Committee Meeting	
11.	Notice of Intent to Award	APS FD+C	1 Day following final Evaluation Committee Meeting	
12.	Contract Negotiations Completed	Successful Offeror	TBD	APS FD+C Offices
13.	<b>APS Board Approval</b>	<b>APS FD+C</b>	<b>TBD</b>	<b>APS Board Meeting</b>
14.	<b>Notice of Award</b>	<b>APS FD+C</b>	<b>TBD</b>	<b>APS FD+C Offices</b>

**NOTICE: APS reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.**

## **B. EXPLANATION OF SELECTION PROCESS EVENTS**

### **1. Issue RFP**

This RFP is issued by the Albuquerque Public Schools in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, and General Government Administration Procurement Code Regulations for Use of Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs.

The Request for Proposals (RFP) documents consist of all the documents listed in the Table of Contents and all documents incorporated in this RFP.

### **2. Mandatory Pre-Proposal Conference**

This meeting provides potential Offerors an opportunity to request clarification about the procurement process and discuss the intent of the proposal. A representative from each interested prime electrical contractor is required to attend.

**If THE PRIME ELECTRICAL CONTRACTOR IS ABSENT FROM THE MANDATORY PRE-PROPOSAL MEETING, IT PRECLUDES PARTICIPATION AS AN OFFEROR ON THIS PROPOSAL.**

### **3. Submission of Written Questions**

This deadline for the submission of written is identified in the sequence of events schedule.

**All questions, both those regarding the selection process and those regarding technical construction issues, shall be submitted in writing to:**

APS Procurement Contact:

**Michael Madrid CPPB, Construction Buyer  
APS Offsite Procurement Office  
Lincoln Complex, Building A, Room 7  
915 Locust Street, SE  
Albuquerque, NM 87106  
Telephone: 505-848-8826  
Fax: 505-842-4608  
E-mail: michael.madrid@aps.edu**

### **4. Last Addendum Prior to Submission of Proposals**

This is the deadline by which an APS must issue all addenda for this procurement so that Offerors have time to finalize their proposals. Refer to the schedule of events section for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Request for Proposals and any information required shall be included in each Offeror's proposal.



## 5. Submission of Price Proposals, and Submission of Technical Proposals

### a) Receipt of Proposals:

Each proposal will consist of Volume 1 - Price Proposal (one original) and the Volume 2 - Technical Proposal (one original and five copies). These two volumes shall be submitted in two separate sealed envelopes or packages and **submittal of proposals are due by 2:00 p.m., November 04, 2014**. Clearly label each envelope or package with the RFP number, volume number & name, Offeror's name, address and date of submittal.

### Offeror shall deliver proposals to:

**Albuquerque Public Schools (APS)  
Offsite Procurement Office  
Lincoln Complex, Building A, 1st Floor, Room 7  
915 Locust Street SE  
Albuquerque, NM 87106  
ATTENTION: Michael P. Madrid CPPB, Construction Buyer  
Telephone: 505-848-8826**

APS Procurement will time-stamp proposals upon arrival at the Offsite Procurement Office and hold in a secure location. A public log will be kept of the names and submittal times of all proposals. **Proposals delivered after the deadline will be deemed non-responsive, and will be returned unopened to the Offeror.** It is solely the Offeror's responsibility to ensure that Proposals arrive at the appointed date, time and location. Proposals may be delivered early to avoid any possible delay of the submission.

Proposals may be hand carried/delivered or shipped/mailed by common carrier, courier or US Postal Service. **No other method of delivery will be allowed. Telephone, telegraphic, facsimile offers will NOT be accepted.**

- b) Opening of Proposals: Proposals will **NOT** be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award of the contract. The APS Construction Buyer will designate one or more witnesses to be present during the opening of the proposals. The witness(es) and Construction Buyer will sign an affidavit identifying the offeror's proposal contents for the procurement file.

## 6. Proposal Evaluation

The Evaluation Committee will meet to review all proposals. The technical proposal evaluation will be scored first and independently of the price proposal evaluation, as described in detail in a later section of this RFP. The Evaluation Committee may decide to hold interviews with the highest-ranked Offerors. The Evaluation Committee reserves the right to award the contract without interviews. If fewer than three proposals are received, the Evaluation Committee may recommend award or may reissue the RFP. The Committee shall determine the rankings without the possibility of a tie.

## 7. Notice of Finalists (if interviews are to be held)

If the Evaluation Committee decides to hold interviews, APS Procurement shall notify all Offerors in writing stating which Offerors will be invited to interview.

Note: The Evaluation Committee may hold interviews with the highest-ranked proposals, where there is a natural break in the scoring. The number of interviews, if held, will be at the discretion of the Evaluation Committee. The Evaluation Committee reserves the right to award the contract without interviews. If interviews are not held, the decision shall be documented for the procurement file.

#### **8. Interviews of Finalists (if interviews are held)**

If interview(s) are to be held, the date, time, and location of the Interview Meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Finalist Offerors that includes the points to be allocated to each question.

NOTE: A "Pre-Interview" meeting may be held by APS Procurement, if it is determined it is in the best interest of the short-listed Offerors and the Project, to answer questions regarding the interview process, and to distribute the list of prepared questions to be addressed.

#### **9. Contract Negotiations**

The Owner reserves the right to enter into negotiations with the apparent successful Offeror per NMSA 13-1-115, and will begin contract negotiations as soon as possible after the Notice of Intent to Award. If contract negotiations are not finalized within a reasonable period of time, the Owner may conclude negotiations with the selected firm and begin negotiations with the next ranked firm based on final ranking.

#### **10. APS Board Approval**

The Procurement Department shall present the selected Offeror's proposal to the Board of Education for approval, first by the Finance Committee of the Board, and then by the full Board, at their next regularly scheduled meetings.

#### **11. Notice of Award**

APS Procurement shall prepare the Notice of Award and send it to the selected Offeror(s).

### **C. STANDARD CONDITIONS GOVERNING THE PROCUREMENT**

This section contains guidelines under which this RFP is issued, and conditions concerning how the project will be completed.

The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project, should the need arise. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror.

## 1. Protests

In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or the award of a contract may protest to the Procurement Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

Mark Heckart, CPM, Executive Director, APS Procurement  
6400 Uptown Blvd. NE, Suite 600 W  
P.O. Box 25704  
Albuquerque, NM 87110

The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.

## 2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

## 3. Third-Party or Subcontracting Electrical Contractor Contract Responsibilities

Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of Electrical Contractor duties and responsibilities to a third party is not acceptable

## 4. Amendments or Modifications to a Proposal by Offeror

An Offeror may submit an amended proposal prior to the deadline for receipt of proposals. Such an amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble proposal materials for the Offeror.

## 5. Offeror's Rights to Withdraw Proposal

No Offeror may withdraw their proposal for **45 days** after the actual date of the receipt thereof (Proposal Due Date).

## 6. Disclosure of Proposal Contents

Proposal contents will be kept confidential until conclusion of successful contract negotiations. At that time, all proposals will be open to the public, except for the material which has clearly been noted and determined by the APS Procurement to be proprietary or confidential as noted by the Offeror.

## 7. Confidential Data

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 § 57-3A-7. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection for the non-confidential portion of the qualifications-based proposal.

## 8. Termination of RFP

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Owner determines such action to be in the best interest of APS. The RFP process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Offeror.

## **9. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the electrical contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the electrical contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the successful Offeror will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

## **10. Offeror Qualifications**

The Evaluation Committee may consider any relevant information or data, from any reliable source (references) relating to the RFP evaluation factors and the Offeror's ability to successfully perform. Such information may be obtained from the Offeror's prior customers, commercial and public databases or other reliable sources. The Offeror shall furnish to Owner all such information and data for this purpose as Owner may request including but not limited to proof of financial resources, production or service facilities, personnel and experience adequate to complete the project. Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy Owner that such Offeror is qualified to carry out the obligations of the Contract and to complete the work described therein.

The Evaluation Committee may reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

## **11. Right to Waive Technical Irregularities**

The Evaluation Committee reserves the right to waive technical irregularities per state code 13-1-132, (see "Technical Irregularities" in Definitions and Terminology section below). The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **12. Potential Civil and Criminal Penalties**

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

## **13. Release of Information**

Only the Owner is authorized to release information covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

## **14. Clarifications from Offerors**

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

## **15. Licensing Requirements**

The Electrical Contractor and subcontractors shall comply with all licensing laws and regulations. The Electrical Contractor shall, as part of the proposal, provide copies of all of the Electrical Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need be provided only if requested of the Owner.

## **16. Subcontractors**

The Subcontractors Fair Practices Act, 13-4-31 et. seq. per NMAC 1.4.8.13, para. C applies to this procurement. Therefore, any request for substitution on the part of the Owner or the Offeror shall comply with this section.

Since the award is made on a qualification-based evaluation process, replacement of subcontractors after award and prior to contract execution may cause the Offeror to be disqualified.

## **17. Non-Conforming Proposals**

Proposals will be reviewed, for completeness, format and compliance with the requirements of the RFP. Incomplete proposals will be considered non-responsive and subject to rejection.

Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

If any proposal is deemed non-responsive by the Evaluation Committee, the Offeror will be notified in writing of such determination.

## DEFINITIONS AND TERMINOLOGY

This section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

**“Albuquerque Public Schools”:** Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico (also called “APS”).

**“APS”:** Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico.

**“Architect”** means a member of the project team who is a New Mexico licensed architect and is responsible for the architectural services.

**“Award of Contract”** shall mean a formal written notice by the District that a firm has been selected to enter into negotiations for a contract for construction services.

**“Electrical Contractor”** means successful Offeror awarded the contract that holds a current State of New Mexico electrical contractor license.

**“Contract”** means an agreement between Albuquerque Public Schools and a New Mexico licensed electrical contractor for the work covered by this RFP.

**“Contract Documents”** means any one, or combination, of the following documents: Request for Proposal, Addenda, Agreement Between the Owner and the Electrical Contractor for General Conditions of the Contract, and the drawings and specifications.

**“Contractor”** means any person, corporation, or partnership that has entered into a contract with a state agency or a local public body.

**“Design Professional”** means architect or engineer.

**“Determination”** The written documentation of a decision made by the Evaluation Committee including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Engineer”** means a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

**“Evaluation Committee”** A body constituted in accordance with Section 1.4.8.16 NMAC 2005 to evaluate proposals and make selection recommendation and or selection. The Evaluation Committee consists of at least five members. The committee should collectively possess expertise in the technical requirements of the project, construction, design and contracting. The Evaluation Committee is chaired by the Director of the FD+C. The APS Construction Buyer serves as staff to the Evaluation Committee.

**Facilities Design + Construction (FD+C):** A department of Albuquerque Public School (APS). FD+C is the entity requesting proposals.

**“Firm”** means the company or other business entity referenced under 1.4.8 NMAC for the purpose of identifying, individually or collectively: an electrical contractor, or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

**“General Provisions”** - The terms **“can”**, **“may”**, **“should”**, **“preferably”**, or **“prefers”** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Offerors proposal.

**“Mandatory Requirements”** - The terms **“must,” “shall,” “will,” “is required,”** or **“are required”** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor may result in the rejection of the Offeror’s proposal. Rejection of the proposal will be subject to review by the Evaluation Committee.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP, with the intent of providing construction services for this project.

**“Owner”**, as defined in the Agreement Between the Owner and Contractor, shall be Albuquerque Public Schools.

**“Pre-listed subcontractors”** means the subcontractors, of any tier, that the Offeror is required to list, pursuant to 1.4.8.13 NMAC of 1.4.8 NMAC, at the time it submits a proposal in response to this request for proposals.

**“Prime Electrical Contractor”** means the New Mexico licensed electrical contractor selected.

**“Project Architect, Project Engineer, Contract Engineer or Contract Architect”** means architect/engineer.

**“Project Design Team or Contract Architect or Engineer Design Team”** means all members of the Design Professional’s firm, including its consultants, who are responsible for the design of and who will be participating in the construction and completion of the project.

**“Proposal”** is the Offeror’s response to this RFP.

**“Request for Proposals”** or **“RFP”** means this document, any attachments incorporated by reference, and any amendments issued for use in soliciting proposals for construction of this project.

**“Resident Business”** or **“Resident Electrical Contractor”** means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

**“RFP documents”** means any one or any combination of the following documents: Request for Proposals, technical proposal; price proposal; financial proposal; electrical contractor’s qualifications statement.

**“Responsive Offer”** or **“Responsive Proposal”** An offer or proposal which conforms in all material respects to the requirements set forth in the RFP as determined by the Evaluation Committee/APS Procurement. Material respects of an RFP include, but are not limited to quality, quantity or delivery requirements.

**“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

**“Selection”** A formal written notice by the construction buyer, APS Procurement that a firm has been selected to enter into a contract to provide this service.

**“Staff Architect or Construction Manager”** The person designated as the point of contact by the FD+C to act on its behalf, concerning the scope of work and requirements of the contract documents for the project.

**“Statement of Qualifications Forms”** means the forms included as a part of this RFP, which all Offerors shall complete, including the qualifications for the Team member.

**“Technical Irregularities”** Are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. The Evaluation Committee / APS Procurement may waive such irregularities, or allow an Offeror to correct them, if either is in the best interest of Albuquerque Public Schools. Examples include the failure of an Offeror to:

- a) Submit the number of signed proposals required by the RFP;
- b) Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror’s intent to be bound; or
- c) Acknowledge receipt of an amendment to the RFP, but only if: a) it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

**"User"** means the school district staff occupying the facility or facilities, for which a project is being designed.

**"User Contact"** is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

**“Veteran Resident Electrical Contractor”** - is a contractor that has applied to the NM Taxation and Revenue Department, qualified, and been issued a valid Veteran Resident Preference Certificate pursuant to Section 13-1-22 NMSA 1978.



### III. CONTRACTUAL AGREEMENT AND BONDS

#### 1. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS (Projects in excess of \$125,000.00)

- a) A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico may be required from the successful Offeror prior to award of a contract. The Performance and Labor and Materials Payment Bonds shall be AIA Document A312.

#### 2. TIME OF DELIVERY AND FORM OF BONDS

- a) The Offeror will, prior to commencement of Work, furnish such bonds.
- b) The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.
- c) The AIA A312 1984 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The bond shall be modified as follows:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Electrical Contractor's defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the surety as provided under this bond.

#### 3. SUBCONTRACTOR BONDING

Each subcontractor shall provide a performance and payment bond on a public works construction project if the subcontractor's contract (to the Electrical Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

## IV. PROPOSAL RESPONSE FORMAT AND ORGANIZATION

### A. NUMBER OF PROPOSALS

Each Offeror's proposal shall be submitted in two parts,

**Volume 1: Price Proposal**

**Volume 2: Technical Proposal**

Only one (1) complete original proposal may be submitted by each Offeror.

### B. SUBMISSION OF PRICE PROPOSALS – VOLUME 1

By the date and time of Submission of Price Proposals, Offeror shall submit one (1) original copy each of the following documents:

**Original Price Proposal, sealed in separate envelope, to include:**

- Item 1 **Offeror Information Form** (including the information listed immediately below)
  - NM State License Number & Classifications
  - Resident Electrical Contractor (or Veteran Resident Electrical Contractor) Preference Certificate Number
  - NM DOL (Workforce Solutions) Certificate Number
  - Electrical Contractor's New Mexico Gross Receipts Tax Number
  - Electrical Contractor's Federal Employee Identification Number
  - Acknowledgment of Receipt of Addenda (If applicable)
  - Price
  - Signature and Corporate Seal (if applicable)
- Item 2 **Proposal Security** (Bond or Cash), **Agent's Affidavit**
- Item 3 **Notarized Declaration Letter from Surety**
- Item 4 **Certificate of Insurance**
- Item 5 **Resident Electrical Contractor (or Veteran Resident Contractor) Preference Certificate**
- Item 6 **Campaign Contribution Disclosure Form**
- Item 7 **Conflict of Interest and Debarment/Suspension Certification Form**
- Item 8 **Electrical Contractor's State of NM W-9 Form**
- Item 9 **Offeror's Contractor's License(s)**

### C. SUBMISSION OF TECHNICAL PROPOSALS – VOLUME 2

By the date and time of Submission of Technical Proposals, Offeror shall submit one (1) original and five (5) copies of the Technical Proposal, each to include the following documents:

- Tab 1 Letter of Submittal
- Tab 2 Electrical Contractor Statement of Qualifications and Attachments
- Tab 3 Past Performance
- Tab 4 Project Staffing
- Tab 5 Management Plan
- Tab 6 Health and Safety

After award of a contract, all Offerors of record may make arrangements with the District to have their proposal copies returned or picked up. The District shall not be responsible for any shipping or mailing costs to return proposals. If Offeror does not request the return of proposals within a reasonable period of time, the District will shred and destroy them.

## **D. PRICE PROPOSAL – VOLUME 1 - DETAILED REQUIREMENTS**

### **ITEM 1 - PRICE PROPOSAL FORM:**

1. Price Proposals shall be presented in the form provided herein.
2. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form.
3. Proposal price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
4. In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this Request for Proposals shall be in accordance with applicable state laws and, if price proposal amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price proposal amount of the electrical contractor or any subcontractor exceeds \$60,000, the electrical contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
5. 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. If the electrical contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the electrical contractor shall promptly notify the specified APS Representative and the necessary changes shall be accomplished by addendum.

### **ITEM 2 - PROPOSAL SECURITY (BOND OR CASH):**

Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of (5% of \$1,000,000.00 = \$50,000.00), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, which bond or check must accompany Offeror's price proposal.

No Offeror may withdraw his proposal for **45 days** after the actual date of the opening thereof.

### **ITEM 3 – NOTARIZED DECLARATION LETTER FROM SURETY:**

The Offeror will provide, with the price proposal, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain a Performance Bond, and a Labor and Materials Payment Bond in an amount not less than 100% of the price proposal.

### **ITEM 4 - CERTIFICATE OF INSURANCE:**

Offeror shall provide a Certificate of Insurance that meets the requirements listed in Project Manual Section 00 6000 Bond and Insurance.

**ITEM 5 - RESIDENT ELECTRICAL CONTRACTOR (OR VETERAN RESIDENT ELECTRICAL CONTRACTOR) PREFERENCE CERTIFICATE:**

It will be the sole responsibility of any Proposer claiming a Resident Electrical Contractor Preference or Veteran Resident Electrical Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Electrical Contractor or a Veteran Resident Electrical Contractor after receipt of Proposals will not be considered.

1. To receive a resident business preference, a business or electrical contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident electrical contractor certificate issued by the NM Taxation and Revenue Department.
2. When a public body awards a contract using a formal request for proposals process, a resident electrical contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident electrical contractor certificate.
3. To receive a veteran resident electrical contractor preference, a electrical contractor shall submit with its bid or proposal a copy of a valid veteran resident electrical contractor certificate issued by the NM Taxation and Revenue Department.
4. Through either an RFP process or an ITB process the qualified veteran resident electrical contractor shall receive:
  - a) 10% preference if their annual revenues are less than \$1,000,000;
  - b) 8% preference if their annual revenues are less than \$5,000,000 but more than \$1,000,000
  - c) 7% preference if their annual revenues are more than \$5,000,000
5. The preference is limited in any calendar year, to an aggregate of \$10,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
6. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
7. In addition to the veteran resident preference certificate, the veteran resident electrical contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
8. 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.

**ITEM 6 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:**

The blank form is included in an Appendix of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective electrical contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed by any prospective electrical contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

**ITEM 7 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:**

Each Offeror shall complete this form (which is provided in the Appendix of the RFP) and include it in their proposal.

**ITEM 8 – ELECTRICAL CONTRACTOR’S STATE OF NM W-9 FORM:**

Each Offeror shall complete and provide a State of New Mexico W-9 Form.

**ITEM 9 – OFFEROR’S ELECTRICAL CONTRACTOR’S LICENSE(S)**

Each Offeror shall provide a photocopy of their Electrical Contractor’s License or Licenses.

**E. TECHNICAL PROPOSAL – VOLUME 2 - DETAILED REQUIREMENTS**

**1. Technical Proposal Format**

Proposals shall be submitted in a spiral or three-ring binder. Page format shall be 8-1/2” x 11” with foldout sheets (if any) allowed up to 11” x 17” in size. Foldout pages shall be counted as two pages **and shall be numbered as such**. Text will be no smaller than 10 point. **No information shall be submitted on electronic media.**

**Proposals shall not exceed 30 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page. Tab 2 and corresponding attachments, table of contents, and tab 6 are not to be counted towards the 30 page maximum total. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles:**

**Tab 1 – Letter of Submittal**

**Tab 2 – Electrical Contractor’s Statement of Qualifications & Attachments**

**Tab 3 – Past Performance**

**Tab 4 – Project Staffing**

**Tab 5 – Management Plan**

**Tab 6 – Health and Safety**

**Any response that exceeds the referenced page limitation shall have a deduction of 20 points taken from each evaluation committee member’s Technical Proposal score.** If there are any questions regarding format requirements, please contact Michael Madrid CPPB, Construction Buyer, prior to submission of Documents.

**2. Tabs/Evaluation Categories:**

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 6, as shown below. Pages within each Tab shall be numbered consecutively.

## TAB 1 - LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter. **Any submittal letter that omits any of the following information may be deemed 'non-responsive'**. The submittal letter shall include acknowledgment and, where appropriate, certification of the following:

1. Identify the name(s), title(s), telephone number(s), fax number(s) and e-mail address(es) of the person or persons who have authority to contractually obligate the Offeror for the purpose of this RFP and who has sufficient knowledge to fully address all matters and respond to all inquiries included in the RFP submittal. The Letter of Submittal shall be signed by one of the persons so identified.
2. If a joint proposal is being submitted, identify the firms, and disclose the percentage of the work/services to be executed by each firm, based on the dollar amount of the fee proposed in the Price Proposal, so that the resident electrical contractor preference or veteran resident electrical contractor preference can be applied in proportion to the work done by each electrical contractor.
3. Acknowledge acceptance of all conditions that govern the procurement. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosures and attachments submitted.
4. Acknowledge that, the omission of any material fact concerning requested information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal as 'non-responsive'.
5. Acknowledge that the Owner has a right to obtain relevant information from other sources (references) to determine that the Offeror is 'responsible'.
6. Acknowledge that if awarded the contract, the RFP documents, and all terms and conditions stated therein, and all information, data, certifications, disclosures and addendum shall be incorporated as part of the Contract.
7. Acknowledge the receipt of all addenda to this RFP and list them by number.
8. Provide certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its prelisted subcontractors.

## TAB 2 – ELECTRICAL CONTRACTOR STATEMENT OF QUALIFICATIONS & ATTACHMENTS

Completely fill out the attached General Contractor Statement of Qualifications form and its associated attachments, providing all requested information.

NOTE: Offeror should submit only one copy of Attachment F – Firms Written Safety Plan, bound separately from the rest of the Technical Proposal.

### **TAB 3 – PAST PERFORMANCE**

Provide the following information:

- a. Past performance summary and past capability to meet schedules, meet budgets and meet project administration requirements for comparable projects.

Specifically, in the last five projects you have completed for APS, please answer the following: (If you have not done five projects for APS, please complete the list with the last five projects you have completed for any school district or institutional client in New Mexico.)

1. Was the project completed early? If yes, how was that accomplished?
2. Was the project completed late? If yes, how many days and why?
3. How many days after Substantial Completion were required to complete the punch list items?
4. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
5. Were there any outstanding issues remaining after the warranty inspection?
6. Did your firm refuse to do additional work requested by the owner? If yes, why?
7. What was your company's process for vetting the pricing from your subcontractors and suppliers on change orders in order to ensure fair pricing to the owner?
8. What was the dollar threshold below which your firm absorbed additional cost changes in order to avoid disproportionate administrative costs for all parties? Give examples of the changes on this project for which your firm absorbed the costs?

- b. Describe the role of each teaming partner on the contract.
- c. Evidence of past performance quality and overall customer satisfaction.
- d. Record of compliance with applicable laws and regulations on past projects.
- e. Past record of achievement of health and safety targets.

Offerors are cautioned that the Evaluation Committee will use data provided by teaming partners as well as data obtained from other sources in the evaluation of past performance.

### **TAB 4 – PROJECT STAFFING**

Provide the following information:

- a. Brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.
- b. Address the extent to which key personnel have worked together as a team on projects of similar or greater magnitude and on projects of the same nature. To this end, provide a matrix that lists key staff members' names across the top of the matrix and lists past projects down the side of the matrix. The project list should begin with all of the projects that appear in Item 3.a. of the electrical Contractor's Statement of Qualifications. The project list may also include up to five more projects that demonstrate how the key personnel have worked together as a team. At each intersection within the field of the matrix, list the role that the person filled on that particular project (such as Project Manager, Site Superintendent, Safety Manager, QA/QC Manager, Estimator, etc).
- c. Describe Electrical Contractor's participation in skill training.
- d. Address reliable staffing sources/project staffing.



## **TAB 5 – MANAGEMENT PLAN**

Provide the following information:

- a. Management Team: provide an organization chart of the Management Team.
- b. Describe how the electrical construction will be organized, managed, and administered to meet the project requirements, including security and safety controls, with the using agency.
- c. Describe the technical approach to project that is intended to ensure that tasks are executed within cost, schedule, and quality goals.
- d. Demonstrate the ability/experience to perform electrical service, maintenance and new construction. Also, describe how the service vehicles are equipped.

## **TAB 6 – HEALTH AND SAFETY**

Provide the following information:

- a. Provide a summary description of the Electrical Contractor's Health and Safety management system. (One copy only of the full Electrical Contractor's written Safety Plan is required as Attachment F of the Electrical Contractor Statement of Qualifications).
- 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 electrical contractors, subs, and the owner.

(See Section V.B Evaluation Criteria, below, for detailed scoring guidelines for the "Health and Safety" category)

### **3. *IMPORTANT NOTE ON THE TECHNICAL PROPOSAL'S CONTENTS***

**Regarding the apparent duplication of required information between certain Attachments of the Electrical Contractor's Statement of Qualifications and the other sections of the Technical Proposal:**

**The intention of Tabs 4, 5, and 6 of the Technical Proposal is to provide a place for the proposer to make a concise presentation of the strengths of the proposed team in the exact categories that the committee will be scoring, unencumbered by the format of the Statement of Qualifications Forms. If the proposer so chooses, other sections of the Technical Proposal may be referenced within these Tabs, without wholly duplicating that information. Also, information presented elsewhere may be summarized or condensed within these Tab sections to make the proposer's presentation more clear.**



## V. PROPOSAL EVALUATION

### A. EVALUATION PROCESS AND SCORING METHODOLOGY

#### 1. Receipt and Opening of Proposals

Proposals, and modifications to proposals, received prior to or at the submission deadline shall be time-stamped upon receipt and the Price Proposal shall be separated from the Technical Proposal and held in a secure place until the Evaluation Committee has scored the Technical Proposal. Proposals shall not be opened publically and shall not be open to public inspection until the successful Offeror has signed a contract.

#### 2. Proposal Discussions

Per 1.4.1.39 NMAC 2005, if mistakes are discovered after receipt of the proposal, The Evaluation Committee may request clarifications of information submitted by any or all Offerors in a written format with a specified deadline for response.

Short-listed Offerors shall be accorded fair and equal treatment with respect to any clarification of proposals. If during discussions there is a need for any substantial clarification of, or change to, a Proposal, the Proposal shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be documented in writing by the short-listed Offeror.

#### 3. Evaluation Committee

The Evaluation Committee shall consist of a minimum of five (5) persons appointed by the Owner. The team shall collectively possess expertise in the technical requirements of the project, construction design and contracting. The Owner may use independent consultants or agents to support the Committee, provided appropriate precautions are taken to avoid potential conflicts of interest.

#### 4. Technical Proposal Evaluation

The Procurement Manager shall review each proposal to determine if it meets all of the mandatory requirements. Proposals that do not meet the mandatory requirements shall be considered "nonresponsive". The Offeror shall be notified in writing of the determination. The Procurement Manager will then distribute the proposals and individual score sheets to the Evaluation Committee, and will review how the proposals shall be scored. The Evaluation Committee members shall score the technical proposals individually.

#### 5. Price Proposal Evaluation

The Price Proposal shall be initially evaluated to ensure that the price(s) offered is responsive to the RFP requirements and instructions. The price evaluation basis for this RFP is the price total proposed for the Hourly total.

The Offeror with the lowest price shall receive the maximum price score, i.e., the maximum numerical weight assigned to the price below. The price score of each other Offeror shall be determined by applying the following mathematical formula: price of lowest Offeror divided by the price for this Offeror multiplied by the maximum price score:

$$\frac{\text{Price of lowest Offeror}}{\text{Price of this Offeror}} \times \text{maximum price score} = \text{price score this Offeror}$$

## 6. Combining Scores, Preference Adjustments and Ranking of Proposals

The individual scores on the Technical Proposals will be combined with the price proposal score. These individual subtotals will then be adjusted for Resident Electrical Contractor Preference or Veteran Resident Electrical Contractor Preference.

Per 13-1-21 and 13-1-122 NMSA 1978 (SB 1, 2011 Special Legislative Session, effective 10/5/2011) a resident electrical contractor who holds a valid certificate issued by the NM Taxation and Revenue Department shall be awarded the equivalent of five percent of the total possible points assigned to the procurement.

A veteran resident electrical contractor who holds a valid certificate issued by the NM Taxation and Revenue Department shall be awarded the equivalent of between zero and ten percent of the total possible points assigned to the procurement, depending on the annual revenues of the firm and the aggregate annual veteran preference awards, as described in detail in Section IV above.

When a joint proposal is submitted 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.

The adjusted point subtotals will be converted to a numeric ranking of all proposals per committee member. The individual member rankings per Offeror will then be totaled together to determine the overall ranking of the proposals. The Committee will then determine whether or not to conduct interviews based on the final ranking. All calculations of point standings shall occur during the Evaluation Committee meeting for this project with all members in attendance.

## 7. Short-Listed Offeror Withdrawal from Interviews (if held):

A short-listed firm may withdraw their proposal if they determine that cannot improve their position in the interview. This event shall be documented for the procurement file, and a notice shall be sent to all Offerors of record of the event. If the next ranked firm is invited to interview, their final points/rank for their Technical/Price evaluation does not change.

## 8. Interviews (if held)

If Interviews are held, notice to finalists will include the interview date, time, and location. The purpose of the interview is to allow the Offeror to present its qualifications, past performance, management plan, schedule and general plan for constructing the project. It will also provide an opportunity for the Evaluation Committee to seek clarification of the Offeror's proposal.

Prior to the interviews, APS will issue the same set of written questions to each short listed Offeror as a basis for evaluation. Points will be assigned to each question, totaling 50 points. Each Evaluation Committee member will score each question. During the interviews, the written questions may lead to other questions to help clarify and better understand the firm's capabilities, which may be considered in scoring the interview.

Each committee member's total interview points for a given Offeror will be adjusted for Resident Electrical Contractor (or Veteran Resident Electrical Contractor) Preference first and then added to that committee member's Technical Proposal score and the Price Proposal score (both already adjusted for Resident or Veteran Resident Preference) to generate an adjusted subtotal. **These subtotals will be then evaluated as described in the last paragraph under section 6, immediately above.**

## B. EVALUATION CRITERIA

Short listing - A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate the proposals and may conduct interviews with Offerors. The Technical Proposal shall consist of **60 points** total, the Price Proposal shall consist of **40 points**, and the Interview (if held) shall consist of an additional 50 points.

The evaluation criteria to be used by the Evaluation Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

### **Volume 2 – Technical Proposal**

(1) Past Performance	<b>20 points</b>
(2) Project Staffing	<b>15 points</b>
(3) Management Plan	<b>15 points</b>
(4) Health and Safety (see detailed scoring guidelines below)	<b>10 points</b>

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<b>Subtotal of Technical Proposal</b>	<b>60 points</b>
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### **Volume 1 – Price Proposal**

(6) Price Proposal (Price Proposal submittal) based on requirements set forth in Plans and Specifications.	<b>40 points</b>
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<b>TOTAL POINTS</b> (before Interviews)	<b>100 points</b>
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<b>Interviews (if Held)</b>	<b>50 points</b>
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<b>GRAND TOTAL</b> (after Interviews, if held)	<b>150 points</b>
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APS intends to award this project to the highest ranked Offeror in accordance with the Request for Proposals. APS reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contract to the Offeror whose proposal APS deems to be in the best interest of APS.

Also, it should be noted per State Statute the use of this bid by other local public bodies is permissible upon mutual consent from the district and the offeror(s)

**Detailed Scoring Guidelines for “Health and Safety” criterion:**

- a.1 Summary Description of Health and Safety Plan 0.5
- a.2 One Full Copy of Written Safety Plan 0.5
- b. Competent Person Responsible/Capable of Implementing 0.5
- c.1 Project Specific Health/Safety Risks 2.0
- c.2 Describe Processes to Clearly Communicate Health/Safety Issues 0.5

**Statement of Qualifications for Electrical Contractors**

- a. Written Safety Program Compliant; Provide One Copy 1.5
- b. List of Key Safety Personnel/Safety Manager for This Project 0.5
- c. Experience Modification Rate Past 5 Years (Equal to, or Better Than Average) 1.4
- d. Recordable Incident Rate for Past Calendar Year OSHA 300 Log 1.4
- e. Free of Committing Serious/Willful Violations of Federal/State Safety Laws 1.2

**Total Possible Points 10.0**

**C. STATUTORY RULES GOVERNING PROPOSAL EVALUATION**

The statutory rules which govern this procurement are in accordance with New Mexico Statutes 1978 Annotated; Chapter 13 – Public Purchases and Property – Pamphlet 29, Section 13-1-114 – Competitive Sealed Proposals; evaluation factors.]

**ATTACHMENT A**  
**ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS**

**REFERENCE: 3.a. EXPERIENCE**  
**COMPLETE ONE FORM FOR EACH PROJECT LISTED (MAXIMUM 5)**

**PROJECT DESCRIPTION**

Project Type: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Phone No.: \_\_\_\_\_

**DESIGN PROFESSIONAL**

Name of Firm: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Original Contract Amt.: \$ \_\_\_\_\_ Original No. of Days to Complete: \_\_\_\_\_

Final Contract Amount \_\_\_\_\_ Final Contract Days to Complete: \_\_\_\_\_  
With all Change Orders: \$ \_\_\_\_\_ with all Time Extensions: \_\_\_\_\_

**PROJECT EXECUTION**

Were Liquidated Damages assessed on this Project?  No  Yes Days \_\_\_\_ \$ \_\_\_\_\_

Percentage of Work Subcontracted: \_\_\_\_\_% Contract Type  Competitive Bid Lump Sum  
 Negotiated Lump Sum  
 Guaranteed Maximum Price  
 Other (Describe)

**CUSTOMER SATISFACTION**

How was this measured?  Customer Survey  Attached  Yes  No  Other (Describe)

**ATTACHMENT B**  
ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 4 a., b, c, d Resumes**

ATTACH ONE (1) PAGE RESUMES OF THE PROPOSED  
PROJECT MANAGER  
PROJECT SUPERINTENDENT  
SAFETY PROGRAM MANAGER  
OTHER KEY PERSONNEL (OPTIONAL)

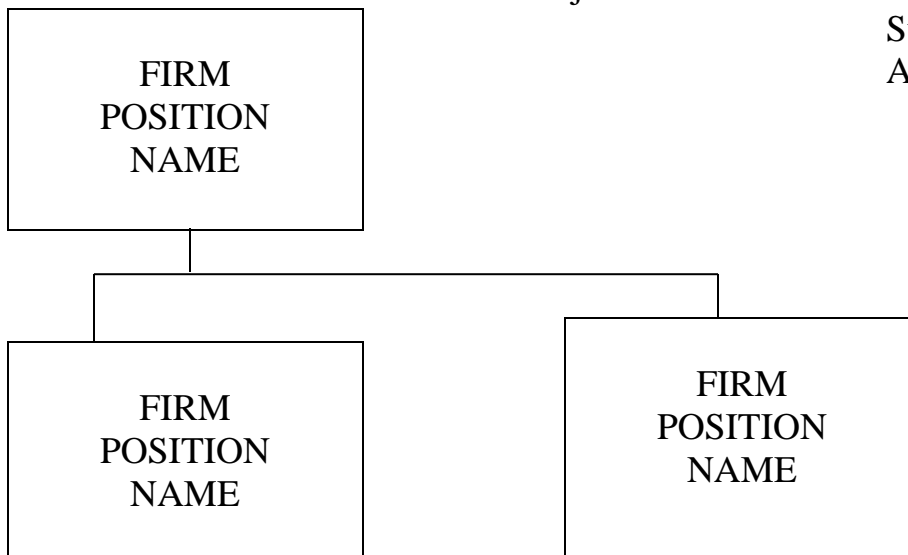
1. EDUCATION  
High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, Etc.
2. RELATED EXPERIENCE  
Related experience should include the following:
  - a. Position Title
  - b. Duties and Responsibilities
  - c. Major accomplishments
  - d. Number of personnel supervised
3. PROJECT EXPERIENCE  
Identify project experience requested in the Statement at 4.a. (2) (3), 4.b. (2) (3), and 4.c. (2). Include the project Title and Location.
4. Other information that demonstrates the individual's strengths for this project.
5. Project Professionals and Project Owner Reference may be included.

**ATTACHMENT C**  
ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 4.e. Organizational Chart of Project Management Team**

Chart should include the entire  
Project Team

Subcontractor Key Personnel  
And Supervision



1. Indicate the relationship between PM/Supt. Of the Subcontractors and the Electrical Contractor's PM/SUPT.
2. Indicate the relationship of the Safety Manager of the Subcontractors and Electrical Contractor, and the relationship of the Safety Manager with others on the job site.
3. Indicate the relationship between the QA/QC Manager with other personnel on the job site.





**ATTACHMENT E**  
ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 6.d. Notarized Declaration of Surety**

DOCUMENTATION FROM SURETY

**ATTACHMENT F**  
ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 7.a. Copy of Firm's Written Safety Plan**

SUBMIT ONLY ONE (1) COPY OF SAFETY PLAN WITH SUBMITTAL PACKET

Include Work Loss Incidents and History

**ATTACHMENT G**  
ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 8.d. Letter from Insurance Carrier**

DOCUMENTATION OF INSURABILITY

**ATTACHMENT H**  
ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 9.b. Written Quality Assurance Program**

SUBMIT ONLY ONE (1) COPY WITH SUBMITTAL PACKET

**ATTACHMENT I**  
ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 11.a. Affidavit of Non-violation of Labor codes**

**Name of Firm:**

**Address:**

**Project**

**Reference:** (Name of Owner & Project)

**Request for Proposal #** \_\_\_\_\_

**Affidavit of Non-violation of Labor Codes**

**To:**           **The Board of Education**  
                  **School District**

The undersigned officer of \_\_\_\_\_ hereby states that  
\_\_\_\_\_ has, during the past five (5) years, been free of any  
determinations by a court or an administrative agency, of repeated or willful violations of laws and/or  
regulations pertaining to the payment of prevailing wages or employment of apprentices of public works  
projects.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

NOTARY

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_

Seal

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT J**  
ELECTRICAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

**REFERENCE: 12.a.b.c. Judgments, Breach of Contract, Protests**

- a. **List any judgments against the firm during the past 5 years.**
- b. **List any breach of contract other than for cause.**
- c. **If applicable, list any formal bid protests and the outcome, whether denied or upheld.**
- d. **List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?**

**Electrical Contractor Services**  
**Albuquerque Public Schools**  
**REQUEST FOR PROPOSAL #15-031MM-AM**

*For the convenience of the electrical contractors, an electronic version of this RFP may be issued for your use. Any changes to the document's questions or language that differs from the wording as issued in the Project Manual dated 12/02/2013 other than to fill in answers for the questions asked, will constitute a non-responsible proposal.*

**STATEMENT OF QUALIFICATIONS FOR ELECTRICAL CONTRACTORS**

Project Name: \_\_\_\_\_

1. OFFEROR INFORMATION

Name: \_\_\_\_\_

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

Principal Office: \_\_\_\_\_

Corporation       Partnership       Sole Proprietorship       Joint Venture

Other \_\_\_\_\_

a. How many years has your organization been in business as an Electrical Contractor?

\_\_\_\_\_

b. How many years has your organization been in business under its present business name?

\_\_\_\_\_

b. Under what other or former names has your organization operated?

\_\_\_\_\_

\_\_\_\_\_

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

\_\_\_\_\_

b. License Classification: \_\_\_\_\_

c. License Number: \_\_\_\_\_

c. Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

d. Is the electrical contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

Yes - free of suspension or revocation

No – Attached explanation

e. Does your firm hold all applicable Business licenses required by State of New Mexico?

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_



f. Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

Yes

No (Attach explanation)

3. EXPERIENCE

a. Has your firm completed construction activities as identified in the pricing section of this request for proposal? Complete **Attachment A** for five (5) maximum projects listed:

Yes

Number of Projects: \_\_\_\_\_

No

Project 1 Name: \_\_\_\_\_

Project 2 Name: \_\_\_\_\_

Project 3 Name: \_\_\_\_\_

Project 4 Name: \_\_\_\_\_

Project 5 Name: \_\_\_\_\_

b. State the average annual amount of construction work performed during the past five years:  
\$ \_\_\_\_\_

c. Also, on **Attachment A**, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion, and scheduled completion date.

d. List the categories of work that your organization normally performs with its own forces.

4. KEY PERSONNEL EXPERIENCE

Please note that more consideration will be given to those meeting or exceeding the required qualifications below:

a. Does your assigned Project Manager have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years experience in the construction industry?

Yes

Number of Years: \_\_\_\_\_

No

(2) Experience on at least one (1) construction type as identified in 3. EXPERIENCE item a

Yes

Number of Projects \_\_\_\_\_

No

(3) Experience as a Project Manager on one (1) or more performing the various services referenced in the pricing section?

Yes      Number of Projects \_\_\_\_\_       No

b. Does your assigned Project Foreman/Superintendent have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years experience in the construction industry?

Yes      Number of Years: \_\_\_\_\_       No

(2) Experience on at least one (1) construction type as identified in 3a.?

Yes      Number of Projects \_\_\_\_\_       No

(3) Experience as a Project Foreman/Superintendent for various categories of work referenced in the Pricing section

Yes      Number of Projects \_\_\_\_\_       No

c. Does your Safety Program Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years experience in a safety management role?

Yes      Number of Years: \_\_\_\_\_       No

(2) Experience on at least one (1) construction type as identified in 3a.?

Yes      Number of Projects \_\_\_\_\_       No

d. Does your Quality Assurance/Quality Control (QA/QC) Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years experience in a safety management role?

Yes      Number of Years: \_\_\_\_\_       No

(2) Experience on at least one (1) construction type as identified in 3a.?

Yes      Number of Projects \_\_\_\_\_       No  
\_\_\_\_\_ Years with your firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in position: \_\_\_\_\_

List other project(s) this person has had a similar role for the past five (5) years:

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Is your QA/QC a Principal or Officer of the firm?  Yes  No

- e. Please include an Organizational Chart (**Attachment C**) of the Management Team that will be assigned to this project. Identify relationships, duties and responsibilities and key roles of each individual.

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

- a. Resources: Total number of current employees:
- |                  |       |
|------------------|-------|
| Project Managers | _____ |
| Estimators       | _____ |
| Superintendents  | _____ |
| Foremen          | _____ |
| Tradesmen        | _____ |
| Administration   | _____ |
| Other            | _____ |

- b. Does your firm have the immediate capacity to perform the work required for this RFP:  
 Yes  No

- c. Please list current projects currently under contract with scheduled completion dates (**Attachment D**)

See Attachment D  None

6. SURETY

- a. Firm's current surety company:

---

Will this surety be used for the construction contract for this project:?

Yes  No (attach explanation)

Contact Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Years utilizing this surety: \_\_\_\_\_ Maximum Capacity: \_\_\_\_\_

Aggregate Total of current surety in force: \_\_\_\_\_

b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

Yes  No (attach explanation)

a. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

Yes  No (attach explanation)

c. Has your firm used other surety companies since 2001?  Yes (list)  No

\_\_\_\_\_  
Surety Company Contact

\_\_\_\_\_  
Surety Company Contact

\_\_\_\_\_  
Surety Company Contact

d. Is your firm able to obtain bonding in the amount required for the completion of this RFP? Provide a notarized declaration from the surety identified above, stating the amount of bonding capacity available to your firm for this project at **Attachment E**.

Yes  No (attach explanation)

7. **SAFETY**

a. Does your firm have a written safety program compliant with current State regulations? Provide one (1) copy of your firm's written safety program at **Attachment F**.

Yes  No (attach explanation)

b. Provide a list of key safety personnel, including the designated safety manager who will be assigned to this project, and list specific duties.

Name and Title	Specific Duties
_____	_____
_____	_____
_____	_____

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Name and Title

Specific Duties

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c. Provide the Experience Modification Rate for the past five (5) years:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ /

d. Provide the Recordable Incident Rate for the past calendar year: \_\_\_\_\_

e. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

Yes

No (attach explanation)

8. INSURANCE & CLAIMS HISTORY

a. Is your firm free of any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the electrical contractor, or any officer, is or was a party?

Yes

No (attach explanation)

b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity?

Yes

No (attach explanation)

c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents (General Liability and Comprehensive Auto at \$1 Million per occurrence and \$1 Million in the aggregate)?

Yes

No (attach explanation)

d. Please provide a notarized declaration from an insurance carrier stating that the firm is able to obtain insurance in the limits stated as **Attachment G**.

9. **QUALITY ASSURANCE – ATTACHMENT H**

a. Does your firm have a written Quality Assurance Program?

Yes

No

b. Provide one (1) copy of the written Assurance Program for **Attachment H**

10. **PROJECT SCHEDULING**

a. Does your firm use computerized scheduling?  Yes  No

b. If YES, which programs and versions are used? Please list:

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c. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met?  Yes  No

d. If YES, please indicate the project (refer to **Attachment A**)

i. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

ii. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

iii. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

- e. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years? (Refer to **Attachment A**)  Yes  No

If YES, please list projects

(1) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

(2) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

(3) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

11. **LABOR CODE VIOLATIONS**

- a. Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects? Refer to **Attachment I**  Yes  No

- b. Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?  Yes  No (explain)

12. **JUDGEMENTS, BREACH OF CONTRACT, PROTESTS, MEDIATIONS AND ARBITRATIONS**

- a. List any judgments against the firm during the past 5 years; use **Attachment J**
- b. List any breach of contract other than for cause
- c. If applicable, list any formal bid protests and the outcome, whether denied or upheld
- d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?

**THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

End of ELECTRICAL CONTRACTOR STATEMENT OF QUALIFICATION



## TECHNICAL SPECIFICATIONS

### 1. GENERAL REQUIREMENTS

**1.1 Scope of Work:** This is an indefinite quantity time and materials contract supplemental to work done by APS electricians and will be primarily used for service jobs on load service including but not limited to 100-400 amp. Portable building hookups comprise a large portion of the work and may necessitate increasing transformer size, adding transformers and/or extending wiring from stub out. Emergency situations (such as high voltage transformer burnout on APS- owned transformers and transmission lines) may also occur. Miscellaneous work such as new outlets and circuits, additional computer cables, new breaker boxes, rewiring, security lighting and alarm repairs and the like are frequently required. Electrical Contractor will furnish on request all labor, materials and equipment necessary to accomplish a complete job including all components such as paving, etc. Electrical Contractor shall have at a minimum a trencher, puller machine, hot sticks, bucket truck, flash blankets and other necessary items readily available.

New buildings or major remodeling are usually bid separately as a complete package including electrical work and will not typically be a part of this contract. Electrical Contractor should note that many of the school campuses are comprised of older buildings. APS historically expends considerable effort to maintain code compliance and update electrical service at these sites.

**1.2 Licensing and Personnel Qualifications:** Electrical contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed (EL-01, EE-98J and EE-98 licenses are required), or appropriately skilled in applicable trade. Apprentice personnel must possess an apprenticeship card. Electrical contractor will furnish all labor, materials and equipment necessary to accomplish a complete job.

Projects issued under this contract shall not exceed \$750,000.00 without written approval from the Procurement Division prior to the commencement of services. Projects exceeding this figure normally encompass new buildings or major remodeling projects and are bid separately as a complete package. Such projects will not typically be a part of this contract. Electrical contractor should note, however, that many of the school campuses are comprised of older buildings and APS historically expends considerable effort to maintain functionality and perform minor renovations at these sites.

Electrical contractor shall provide APS a listing of proposed personnel, including labor classification, for each crew which will be assigned to a project for prior approval.

**1.3 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 electrical 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.

- 1.4 **Codes, Fees and Permits:** All work shall be executed in accordance with the current National Electrical Code, as amended by the New Mexico State Electrical Code, local and state ordinances, and regulations governing the particular class of work involved. Electrical Contractor shall be responsible for the final execution of the work under this heading to suit these requirements. In the event of a conflict between the various codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved; and, on completion of the work, this electrical contractor shall obtain and deliver to the APS final certificates of acceptance. The electrical contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from his failure to comply with codes and ordinances. Electrical Contractor shall secure all permits (City of Albuquerque is the permitting authority) and licenses for the required work and shall pay all fees in connection with such permits and licenses. The electrical contractor shall be reimbursed by APS for these permit fees only. No markup will be allowed. Actual copies of 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 specifications, codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved; and, once approved; electrical contractor shall obtain and deliver to the APS final certificates of acceptance. The electrical contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from his failure to comply with these requirements.

Electrical contractor shall secure all permits (City of Albuquerque is the permitting authority) and licenses for the required work and shall pay all fees in connection with such permits and licenses. The electrical contractor shall be reimbursed by APS for these permit fees only. No markup will be allowed. Actual copies of permit charges must be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no mark up.

- 1.5 **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. **APS may also have specifications which may apply to any given project.** 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 electrical 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. **When applicable, APS specifications will be provided by the APS project manager.**

- 1.6 **Inspections:** As applicable, electrical contractor shall contact the APS project manager, or designee when work is ready for City inspection. Payment is contingent upon passing any inspection. APS will not reimburse electrical contractor for work/materials needed to remedy “no pass” work.

APS may inspect projects at any time with or without prior notification to the electrical contractor. APS shall have 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 designee may order it uncovered for his observation. The electrical contractor shall uncover and replace all such work at his 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 may be applicable. The cost of this work shall be borne by the electrical contractor. The electrical contractor shall notify APS 24 hours in advance before covering up any concealed work or conducting tests by any authority.

- 1.7 **Guarantee:** The electrical 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 12 months after service is accepted by APS. This excludes normal maintenance and daily servicing of equipment which is the owner's responsibility.
- 1.8 **Protection of Adjacent Surfaces:** The electrical contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, electrical systems, piping, furnishings, and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of Albuquerque Public Schools. Utility spotting requires a 24 hour notice. This may be obtained by calling Maintenance and Operations Control Center at 765-5950 x219/240.
- 1.9 **Protection of the Work:** The electrical 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.
- 1.10 **Clean-up:** The electrical contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion. Ceiling tiles removed must be put back in place before leaving the area and end of business day.
- 1.11 **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.
- 1.12 **Post Award Conference:** After award, the electrical contractor shall meet with APS Structural Maintenance Manager and Facilities Planning representative, to outline procedures such as scheduling, paper flow, and inspections.

## 2. **MATERIALS**

- 2.1 **Materials Supply and Quality:** Electrical 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.

APS may from time to time order parts of systems only from this contract for its own convenience or because of the nature of a particular work order, but the general intent is for the electrical contractor to supply parts and labor for a given job. Electrical Contractor and APS shall be in agreement as to exact list prior to commencement of any work.

- 2.2 **Procurement of Other Materials:** APS reserves the right to procure any parts/materials through normal procurement channels and to furnish such materials to electrical contractor for installation should it be in the best interest of the district to do so. Materials so procured shall not be marked up by the electrical contractor in any manner. Note that small tools, duct tape, miscellaneous screws and the like are to be included in your overhead.

All equipment shall be installed 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 electrical contractor shall report such conflicts to APS. Changes shall be made as mutually agreed or necessary.

- 2.3 **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 electrical contractor is required to establish the pricing which will apply. 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. If an item is not priced, it will be assumed to be included in the contractor's overhead. Listed equipment shall not exceed prevailing rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. (Note that small tools, tape, miscellaneous screws and similar small items are to be in the contractor's overhead.)

<b>EQUIPMENT</b>	<b>HOURLY</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>
Trencher				
Concrete Saw				
Welder				
Scaffolding				
Portable Generators				
Cable Pullers				
Portable Compressor				
Bobcat				
Post hold diggers				
Hydraulic Bender				
Back Hoe				
Compressor				
Diamond Blade				
Bucket Truck				
Crane				
<b>OTHER EQUIPMENT</b>	<b>HOURLY</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>

2.4 **Procurement of Other Materials**

APS reserves the right to procure any parts/materials through normal procurement channels and to furnish such materials to electrical contractor for installation should it be in the best interest of the district to do so. Materials so procured shall not be marked up by the electrical contractor in any manner. Note that small tools, duct tape, miscellaneous screws and the like are to be included in your overhead.

All equipment shall be installed 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 electrical contractor shall report such conflicts to APS. Changes shall be made as mutually agreed or necessary.

- 2.5 **Equipment Purchases;** Purchase of new equipment will be as specified in the Parts and Materials pricing portion of this bid.

Repair or replace decisions – if a realistic assessment indicates that the repair is not cost effective, parts are not available, item is obsolete or similar, and if immediate replacement is critical to safe continued operation of the site and it is not feasible to mobilize electrical contractor or leave unit exposed, item should be replaced: Electrical Contractor shall not make this decision without the consent of APS. Items determined not to be repairable shall be returned to APS for in-house disposal and do not become property of the electrical contractor.

- 2.6 **Floor, Wall and Ceiling Plates;** Where exposed pipes or conduit pass through floors, finished walls or finished ceilings, they shall be fitted with chromium plated escutcheons of an approved pattern. Escutcheons and plates in Equipment Rooms do not require chrome finish.

- 2.7 **Offeror must be prepared to submit detailed invoices for proof of contract compliance. Material lists which itemize category, discount and list price at time of job or stock order are required. Bucket trucks and similar must also be itemized by the hour or billing increment.**

**FIXED FEE**

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.** Electrical Contractor/Successful Offeror shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the electrical contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the electrical contractor is still entitled to the administration fixed fee. Electrical Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Amount Estimated on subcontractor and material Costs				Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	\$1.00	-	\$1,000.00	\$
2	\$1,001.00	-	\$2,000.00	\$
3	\$2,001.00	-	\$3,000.00	\$
4	\$3,001.00	-	\$4,000.00	\$
5	\$4,001.00	-	\$5,000.00	\$
6	\$5,001.00	-	\$6,000.00	\$
7	\$6,001.00	-	\$7,000.00	\$
8	\$7,001.00	-	\$8,000.00	\$
9	\$8,001.00	-	\$9,000.00	\$
10	\$9,001.00	-	\$10,000.00	\$

**TOTAL FIXED FEE TOTAL FOR ITEMS 1-10 - \$ \_\_\_\_\_**

**The fixed fee total for items 1-10 shall be carried forward to Page 69)**

**Please note the district reserves the right to negotiate actual fixed fee amounts on a project per project basis as it deems necessary.**

## **LABOR PRICING**

Electrical contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated in the pages following throughout the time period of this contract.

**NOTE:** Complete labor quotations for all job classifications your company will conceivably utilize during the life of the contract to ensure that APS is charged for the actual needed job level(s). If you do not plan to utilize a classification, write "none". A blank labor pricing page is provided for classifications which may be omitted; copy as necessary and use the wage stated in the Wage Rate Decision as the base hourly rate. Evaluation will be based on a comparison and verification of submitted information.

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 shift between 3:30 p.m. - 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. Define in the provided space your company's policy on overtime payment (over 40 hrs., over 8 hrs., etc.)

Be advised that the percentage your company assigns to any given portion of the labor will be the cost driver, not the dollar figure entered on the bid form. In other words, if Health and Welfare is to be 10.5% on an hourly base wage of \$10.00, then the dollar figure should be \$1.05. It is the percentage that governs.

If your firm has an apprenticeship program, discuss the program you have. Said program must be registered with the State of New Mexico. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and bill at the quoted rates.



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 offeror.**

**CONTRACT TERM:** This price agreement shall be for a period of twelve months with an option to renew upon mutual consent from the offeror and the district for an additional three – twelve month periods. Also, it should be noted that per State Statute the use of this RFP by other local public bodies is permissible upon mutual consent from the district and the offeror(s)

## REQUIRED FOR COST ANALYSIS

### LABOR RATES

**POSITION:**

- |    |  | <b><u>*Hourly Labor Cost</u></b> |
|----|--|----------------------------------|
| A. | <b><u>EL-01 High Voltage</u></b>   |                                  |
|    | 1. Base Hourly Rate: 7:00 am to 5:00 pm, Monday thru Friday excluding weekends and holidays. | \$ _____                         |
|    | 2. Overtime Rate: 5:01 pm to 6:59 am, Monday thru Friday including weekend and holidays.     | \$ _____                         |
| B. | <b><u>JOURNEYMAN</u></b>   |                                  |
|    | 3. Base Hourly Rate: 7:00 am to 5:00 pm, Monday thru Friday excluding weekends and holidays. | \$ _____                         |
|    | 4. Overtime Rate: 5:01 pm to 6:59 am, Monday thru Friday including weekend and holidays.     | \$ _____                         |
| C. | <b><u>5<sup>th</sup> YEAR APPRENTICE</u></b>   |                                  |
|    | 5. Base Hourly Rate: 7:00 am to 5:00 pm, Monday thru Friday excluding weekends and holidays. | \$ _____                         |
|    | 6. Overtime Rate: 5:01 pm to 6:59 am, Monday thru Friday including weekend and holidays.     | \$ _____                         |
| D. | <b><u>4<sup>th</sup> YEAR APPRENTICE</u></b>   |                                  |
|    | 1. Base Hourly Rate: 7:00 am to 5:00 pm, Monday thru Friday excluding weekends and holidays. | \$ _____                         |
|    | 2. Overtime Rate: 5:01 pm to 6:59 am, Monday thru Friday including weekend and holidays.     | \$ _____                         |
| E. | <b><u>3<sup>rd</sup> YEAR APPRENTICE</u></b>   |                                  |
|    | 1. Base Hourly Rate: 7:00 am to 5:00 pm, Monday thru Friday excluding weekends and holidays. | \$ _____                         |
|    | 2. Overtime Rate: 5:01 pm to 6:59 am, Monday thru Friday including weekend and holidays.     | \$ _____                         |
| F. | <b><u>2<sup>nd</sup> YEAR APPRENTICE</u></b>   |                                  |
|    | 1. Base Hourly Rate: 7:00 am to 5:00 pm, Monday thru Friday excluding weekends and holidays. | \$ _____                         |
|    | 2. Overtime Rate: 5:01 pm to 6:59 am, Monday thru Friday including weekend and holidays.     | \$ _____                         |
| G. | <b><u>1<sup>st</sup> YEAR APPRENTICE</u></b>   |                                  |
|    | 1. Base Hourly Rate: 7:00 am to 5:00 pm, Monday thru Friday excluding weekends and holidays. | \$ _____                         |
|    | 2. Overtime Rate: 5:01 pm to 6:59 am, Monday thru Friday including weekend and holidays.     | \$ _____                         |

**TOTAL LABOR COSTS FOR POSITIONS A-G \$ \_\_\_\_\_**  
**CARRY FORWARD TOTAL LABOR COSTS TO PAGE 69**

**\*Hourly Labor Costs must include: Prevailing wage rates for the classification and overhead and profit excluding NMGRT.**

**POSITION 1: Groundman**

A. Labor Costs:

1. Base Hourly Rate (FROM WAGE RATES) \$ 22.32

2. Fringe/Apprenticeship Benefits: (Compute as a percentage of A.1., wage rates require a minimum of \$8.98)

Health & Welfare \_\_\_\_\_ % \$ \_\_\_\_\_

Pension \_\_\_\_\_ % \$ \_\_\_\_\_

Other (If Applicable):

\_\_\_\_\_ % \$ \_\_\_\_\_

\_\_\_\_\_ % \$ \_\_\_\_\_

\$ \_\_\_\_\_  
TOTAL FRINGE BENEFITS

B. Other Direct Labor Overhead: (Compute as a percentage of A.1.)

1. FICA \_\_\_\_\_ % \$ \_\_\_\_\_

2. Federal Unemployment \_\_\_\_\_ % \$ \_\_\_\_\_

3. State Unemployment \_\_\_\_\_ % \$ \_\_\_\_\_

4. Workers' Comp. Ins. \_\_\_\_\_ % \$ \_\_\_\_\_

5. General Liability Ins. (Only for coverage as defined in specs)

\_\_\_\_\_ % \$ \_\_\_\_\_

6. Other (if applicable):

\_\_\_\_\_ % \$ \_\_\_\_\_

\_\_\_\_\_ % \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Subtotal B

C. General and Administrative, and Profit (% of A.1.) \$ \_\_\_\_\_



B. Other Direct Labor Overhead: (Compute as a percentage of A.1.)

- 1. FICA \_\_\_\_\_ % \$ \_\_\_\_\_
- 2. Federal Unemployment \_\_\_\_\_ % \$ \_\_\_\_\_
- 3. State Unemployment \_\_\_\_\_ % \$ \_\_\_\_\_
- 4. Workers' Comp. Ins. \_\_\_\_\_ % \$ \_\_\_\_\_
- 5. General Liability Ins. (Only for coverage as defined in specs)  
\_\_\_\_\_ % \$ \_\_\_\_\_
- 6. Other (if applicable):  
\_\_\_\_\_ % \$ \_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Subtotal B

C. General and Administrative, and Profit (% of A.1.)

\$ \_\_\_\_\_  
Subtotal C

**Total for Equipment Operator (Excluding Sift Differential, Holiday and Overtime Rates) - Base Hourly Rate and Items A, B, C: \$ \_\_\_\_\_**

All percentages are to be computed on base hourly rate. Electrical Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per pg. 11) \$ \_\_\_\_\_

Holiday Rate: Total Fee Rate \$ \_\_\_\_\_

Overtime Rate: Total Fee Rate \$ \_\_\_\_\_

**POSITION 3: Lineman/Tech**

A. Labor Costs:

1. Base Hourly Rate \$ 25.73  
(FROM WAGE RATES)

2. Fringe/Apprenticeship Benefits: (Compute as a percentage of A.1. , wage rates require a minimum of \$8.98)

Health & Welfare \_\_\_\_\_ % \$ \_\_\_\_\_

Pension \_\_\_\_\_ % \$ \_\_\_\_\_

Other (If Applicable):

\_\_\_\_\_ \_\_\_\_\_ % \$ \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_ % \$ \_\_\_\_\_

\$ \_\_\_\_\_

TOTAL FRINGE BENEFITS

B. Other Direct Labor Overhead: (Compute as a percentage of A.1.)

1. FICA \_\_\_\_\_ % \$ \_\_\_\_\_

2. Federal Unemployment \_\_\_\_\_ % \$ \_\_\_\_\_

3. State Unemployment \_\_\_\_\_ % \$ \_\_\_\_\_

4. Workers' Comp. Ins. \_\_\_\_\_ % \$ \_\_\_\_\_

5. General Liability Ins. (Only for coverage as defined in specs)

\_\_\_\_\_ % \$ \_\_\_\_\_

6. Other (if applicable):

\_\_\_\_\_ \_\_\_\_\_ % \$ \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_ % \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Subtotal B

C. General and Administrative, and Profit (% of A.1.) \$ \_\_\_\_\_  
Subtotal C

**Total for Equipment Operator (Excluding Sift Differential, Holiday and Overtime Rates) - Base Hourly Rate and Items A, B, C: \$ \_\_\_\_\_**



C. General and Administrative, and Profit (% of A.1.) \$ \_\_\_\_\_  
 Subtotal C

**Total for Equipment Operator (Excluding Sift Differential, Holiday and Overtime Rates) - Base Hourly Rate and Items A, B, C: \$ \_\_\_\_\_**

All percentages are to be computed on base hourly rate. Electrical Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per pg. 11) \$ \_\_\_\_\_

Holiday Rate: Total Fee Rate \$ \_\_\_\_\_

Overtime Rate: Total Fee Rate \$ \_\_\_\_\_

**POSITION 5: Inside Classification Cable Splicer**

A. Labor Costs:

1. Base Hourly Rate \$ 29.53  
 (FROM WAGE RATES)
2. Fringe/Apprenticeship Benefits: (Compute as a percentage of A.1. , wage rates require a minimum of \$8.43)
  - Health & Welfare \_\_\_\_\_ % \$ \_\_\_\_\_
  - Pension \_\_\_\_\_ % \$ \_\_\_\_\_
  - Other (If Applicable):
  - \_\_\_\_\_ % \$ \_\_\_\_\_
  - \_\_\_\_\_ % \$ \_\_\_\_\_

\$ \_\_\_\_\_  
 TOTAL FRINGE BENEFITS



B. Other Direct Labor Overhead: (Compute as a percentage of A.1.)

- 1. FICA \_\_\_\_\_ % \$ \_\_\_\_\_
- 2. Federal Unemployment \_\_\_\_\_ % \$ \_\_\_\_\_
- 3. State Unemployment \_\_\_\_\_ % \$ \_\_\_\_\_
- 4. Workers' Comp. Ins. \_\_\_\_\_ % \$ \_\_\_\_\_
- 5. General Liability Ins. (Only for coverage as defined in specs)  
\_\_\_\_\_ % \$ \_\_\_\_\_
- 6. Other (if applicable):  
\_\_\_\_\_ % \$ \_\_\_\_\_  
\_\_\_\_\_ % \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Subtotal B

C. General and Administrative, and Profit (% of A.1.)

\$ \_\_\_\_\_  
Subtotal C

**Total for Equipment Operator (Excluding Sift Differential, Holiday and Overtime Rates) - Base Hourly Rate and Items A, B, C: \$ \_\_\_\_\_**

All percentages are to be computed on base hourly rate. Electrical Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per pg. 11) \$ \_\_\_\_\_

Holiday Rate: Total Fee Rate \$ \_\_\_\_\_

Overtime Rate: Total Fee Rate \$ \_\_\_\_\_

**POSITION 6: Wireman Technician**

A. Labor Costs:

1.	Base Hourly Rate (FROM WAGE RATES)		\$ <u>27.80</u>
2.	Fringe/Apprenticeship Benefits: (Compute as a percentage of A.1. , wage rates require a minimum of \$8.43)		
	Health & Welfare	_____ %	\$ _____
	Pension	_____ %	\$ _____
	Other (If Applicable):		
	_____	_____ %	\$ _____
	_____	_____ %	\$ _____
			\$ _____
			TOTAL FRINGE BENEFITS

B. Other Direct Labor Overhead: (Compute as a percentage of A.1.)

1.	FICA	_____ %	\$ _____
2.	Federal Unemployment	_____ %	\$ _____
3.	State Unemployment	_____ %	\$ _____
4.	Workers' Comp. Ins.	_____ %	\$ _____
5.	General Liability Ins. (Only for coverage as defined in specs)	_____ %	\$ _____
6.	Other (if applicable):		
	_____	_____ %	\$ _____
	_____	_____ %	\$ _____

\$ \_\_\_\_\_  
Subtotal B

C. General and Administrative, and Profit (% of A.1.)

\$ \_\_\_\_\_  
Subtotal C

**Total for Equipment Operator (Excluding Sift Differential, Holiday and Overtime Rates) - Base Hourly Rate and Items A, B, C: \$ \_\_\_\_\_**



6. Other (if applicable):

\_\_\_\_\_ % \$ \_\_\_\_\_

\_\_\_\_\_ % \$ \_\_\_\_\_

\$ \_\_\_\_\_

Subtotal B

C. General and Administrative, and Profit (% of A.1.)

\$ \_\_\_\_\_

Subtotal C

**Total for Equipment Operator (Excluding Sift Differential, Holiday and Overtime Rates) - Base Hourly Rate and Items A, B, C: \$ \_\_\_\_\_**

All percentages are to be computed on base hourly rate. Electrical Contractor must be definitive regarding items included in each category for auditor tracking purposes.

Shift Differential Rate (per pg. 11) \$ \_\_\_\_\_

Holiday Rate: Total Fee Rate \$ \_\_\_\_\_

Overtime Rate: Total Fee Rate \$ \_\_\_\_\_

\$ \_\_\_\_\_

**LABOR TOTAL FOR POSITIONS 1-7 (ITEMS BASE HOURLY, PLUS A,B,&C**

**AMOUNT SHOULD BE CARRIED FORWARD TO PAGE 69**

**PRICING SUMMARY FOR SCORING COMPUTATION**

**TOTAL FOR FIXED FEE CALCULATION ITEMS 1-10 (See page 55),**  
\$ \_\_\_\_\_

**TOTAL HOURLY FOR HIGH VOLTAGE EL-01, JOURNEY MAN, AND APPRENTICE  
POSITIONS A-G (SEE PAGE 58)**  
\$ \_\_\_\_\_

**TOTAL HOURLY FOR ,  
POSITIONS 1-7 - ITEMS Base Hourly plus A,B,C (See Page 68)**  
\$ \_\_\_\_\_

GRAND TOTAL FOR FIXED FEE, HIGH VOLTAGE EL-01, JOURNEY MAN, AND APPRENTICE,  
AND, POSITIONS 1-7 - ITEMS Base Hourly plus A,B,C (ALL PRICING CATEGORIES LISTED ABOVE)

\$ \_\_\_\_\_

NOTE: SCORING FOR PRICING SHALL BE COMPUTED UTILIZING THE GRAND TOTAL FIGURE.

$$\frac{\text{Price of lowest Offeror}}{\text{Price of this Offeror}} \times \text{maximum price score} = \text{price score this Offeror}$$

## APPENDIX A

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

#### **RFP NO. 15-031MM-AM Electrical Services – On Demand**

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 electrical contractor must disclose whether they, a family member or a representative of the prospective electrical 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 electrical contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the electrical contractor signs the contract, if the aggregate total of contributions given by the prospective electrical contractor, a family member or a representative of the prospective electrical 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 electrical contractor, a family member of the prospective electrical contractor, or a representative of the prospective electrical 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 electrical contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE ELECTRICAL 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 electrical contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

“**Prospective electrical 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 electrical 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 electrical contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



**APPENDIX B**

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM  
RFP NO. 15-031MM-AM  
Electrical Services – On Demand**

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

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

**APPENDIX C**

**RFP NO. 15-031MM-AM**

**Electrical Services – On Demand**

**Resident Veterans Preference Certification**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

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

## OFFEROR'S INFORMATION FORM

Date of Proposal: \_\_\_\_\_

New Mexico State Electrical Contractor's License No. \_\_\_\_\_

License Classifications: \_\_\_\_\_

Resident Electrical Contractor's Preference Certificate No.  
\_\_\_\_\_

Veteran Resident Electrical Contractor Preference Certificate No.  
\_\_\_\_\_

Percent of preference qualified for: \_\_\_\_\_ (10% / 8% / 7%)

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

NM DOL (Workforce Solutions) Certificate No. \_\_\_\_\_

Electrical Contractor's New Mexico Gross Receipts Tax No. \_\_\_\_\_

Electrical 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 various construction services on demand.

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: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Affix Corporate Seal if proposal is by Corporation)