ALBUQUERQUE PUBLIC SCHOOLS
REQUEST FOR PROPOSAL

RFP #066CG

RFP TITLE Energy Management Services

NIGP Commodity Code: 91125, 91221, 91841, 92534

RFP Schedule

Action	Date & Time
RFP Issued	March 12, 2025
READ ALL DOCUMENTS: Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.	
Deadline for Questions	March 21, 2025 @ 5:00pm (local time)
Submit all questions to vendor registry and copy charlotte.gensler@aps.edu. Include in the email header title of RFP 25-066CG	
RFP Due Date and Time	April 2, 2025 @ 3:00pm (local time)
Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry.	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Charlotte Gensler
Phone Number	(505) 880-2591
E-Mail	charlotte.gensler@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

RFP Submittal

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

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

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

RFP Term

Albuquerque Public Schools reserves the right to enter into four (4) year contract with the awarded Offeror(s).

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OFFEROR'S GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

may mark the pages "confidential" for consideration to exemption. APS reserves the sole right to determine exemptions.

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

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

11. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.

    Offerors should revisit the website (http://www.aps.edu/procurement), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.

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

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

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

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

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

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

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

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

19. **PLEASE NOTE: An Offeror cannot be awarded multiple preferences such as resident preference and a resident veteran business preference. TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

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

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

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

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

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

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

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

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

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

27. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential.

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

    Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror' s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

29. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.
    "**Agency**" shall mean Albuquerque Public Schools (APS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

1. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
3. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
5. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.
7. **PRICING ESCALATION (if applicable):** Price escalation may be considered once per year and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
8. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
11. **PROCUREMENT UNDER EXISTING CONTRACTS**: In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
12. **TERMINATION:** Either party may terminate this contract as follows:

    A. Termination by the Contractor

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

B. Termination by APS

1. For Cause

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

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

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

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

2. For Convenience

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

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

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

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

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

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

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

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

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

15. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
16. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
17. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
19. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
20. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor

agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

21. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
22. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address). Proposal prices shall include all freight and delivery charges.
23. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
24. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
25. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
26. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
28. **INVOICES:** Vendor shall submit invoices directly to APS Accounts Payable, unless otherwise instructed. Invoices may be sent to accounts.payable@aps.edu. Each invoice shall include APS Purchase Order Number. Invoices that are missing APS purchase order numbers are not eligible for payment.
29. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
30. **USE OF DISTRICT NAME OR LOGO(s):** Vendor may not use APS official name or logo, or any phrase associated with the District, without written permission from the Superintendent of Schools or their designee.
31. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws andregulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seekingmonetary damages, court costs and litigation expenses, as applicable.

2. TERMINATION FOR CAUSE AND CONVENIENCE

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor,including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/orthe procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall bea reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff ortermination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, ordisclosed the compensation of the employee or applicant or another employee or applicant. Thisprovision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees andapplicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order I1246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause withrespect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails orrefuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan,insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than theprevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause aboveand such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The primecontractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Overtime *requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for allhours worked in excess of forty hours in such workweek.

b. Violation*; liability for unpaid wages; liquidated damages.* In the event of any violation of theclause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of$27 for each calendar day on which such individualwas required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding/or unpaid wages and liquidated damages.* The Owner shall upon its own actionor upon written request of an authorized representative of the Department of Labor withholdor cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with theclauses set forth in paragraphs (a) through (d) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements), and any implementingregulations issued by FEMA.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Clean Air Act

I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
III. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

I. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriateEnvironmental Protection Agency Regional Office.

III. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded(defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F:R. pt. 3000,subpart C, and must include a requirement to comply with these regulations in any lower tiercovered transaction it enters into.

c. This certification is a material representation of fact relied upon by Owner. If it is laterdetermined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11 ACCESS TO RECORDS

The following access to records requirements apply to this contract:

a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller Generalof the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any meanswhatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor

Acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12.DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROTESTS

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

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

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

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

   A. State the reasons for the action taken; and

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

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

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 3 K-8 schools, 18 schools of choice, 27 middle schools, 83 elementary schools plus 33 APS authorized Charter schools. APS has approximately 67,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Dr. Gabriella Durán Blakey.

The Albuquerque Public Schools Board of Education has shifted how it governs, prioritizing its work to focus on student outcomes. This Student Outcomes Focused Governance framework centers on the vision and values expressed by the APS community to support what we want our students to know and be able to do.

Reference the attached link regarding APS Goals and Guardrails:

https://www.aps.edu/about-us/board/board-work/goals-and-guardrails

RFP SCHEDULE

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

PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Energy Management Services.

BACKGROUND

APS Energy Team/Energy Center: To address the daunting task of energy and resource management within their large building footprint, APS assembled a group of select employees with dedicated specialties who monitor, analyze, regulate, and improve all aspects of water and energy use throughout the District. These personnel operate out of a centralized APS Energy Center equipped with monitoring platforms and database interfaces that allow efficient implementation of their assigned tasks.

The team consists of:

 Energy Efficiency Coordinator – Oversees efforts of the Energy Team; interfaces with APS executive leadership to collaboratively accomplish the District's conservation goals; ensures carbon reduction priorities are reflected in APS Design Standards for building construction and renovation; manages a capital budget to implement Energy Conservation Measures (ECMs) and other District-wide conservation/carbon reduction strategies; coordinates activities of WECC committee (see below).

 Building Automation Controls Specialist (2) – Monitors, programs and repairs Building Automation Systems (BAS) and Direct Digital Controls (DDC) for all District systems; ensures consistency of programming and functionality of controls from initial installation/ commissioning through ongoing operation; works with Energy Team to explore and implement new controls-based efficiency strategies.

 Energy Education Specialist (currently vacant) – Engages the end users of APS properties (students, teachers, administrators, custodians) in the culture of sustainability; integrates energy education within existing classroom curriculum; creates and helps facilitate student teams at schools who proactively monitor and improve their

environments on a daily basis.
 Facility Usage Specialist – Manages all aspects of facility usage for after-hours activities and outside groups using APS facilities; has ultimate responsibility for scheduling of spaces for such uses; interfaces with Maintenance & Operations staff as well as school administration to ensure building systems (lighting, heating, cooling, etc.) are 'turned on' when needed and 'turned off' when unoccupied.
 Special Systems Project Manager – Initiates and manages identified sustainability projects involving special systems and technology, including metering, monitoring, HVAC/ electrical/lighting controls, network cabling/connections, and renewable energy systems; interfaces with system vendors and APS Information Technology Dept. to ensure continuous monitoring and visibility of these systems.
 Utility Analyst – Monitors utility bills, meters and sub-meters, Building Automation Systems, solar PV production platforms, and other resources to identify trends and changes in building performance; interfaces with Maintenance & Operations staff to address needed corrections and create efficiency strategies; assists in scheduling building occupancy for after-hours and special events; manages utility rebate applications for upgrade projects.
 Water Resource Specialist – Manages District Central Irrigation Controller(s), including monitoring for system alarms and programming irrigation schedules; identifies and helps control 'water budgets' used for irrigation; monitors monthly water bills and hourly water usage at facilities throughout the District; works closely with Water Authority to identify and address metering problems, and to strategize consolidation/separation of meters for maximum efficiency; interfaces with Maintenance & Operations staff to quickly address leaks and recommend efficiency strategies; manages rebate applications for water conservation projects.

2. Water and Energy Conservation Committee (WECC): This advisory body is comprised of members from within and outside of APS, including the APS Energy Team, executive directors and other staff from multiple APS departments (Maintenance & Operations, Facilities Design & Construction, Capital Master Plan, Information Technology, Finance, etc.), all Albuquerque utility providers, and the NM State Energy Office. Trade associations and non-profit conservation groups are also represented, as well as facility managers from other educational, municipal and private organizations. WECC holds bi-monthly meetings to explore best practices, review APS conservation efforts, and evaluate 'progress against plan' regarding the District's sustainability goals (see below).

3. Board-Mandated Energy Conservation Goals and New Carbon Reduction Goals:
On October 15, 2014, the Albuquerque Public Schools Board of Education adopted the following Energy and Water Conservation Policy. This policy is the impetus and authority for the work performed by WECC, the APS Energy Team, and the Energy Management consultant selected by this solicitation:

Albuquerque Public Schools shall reduce net water consumption by twenty percent (20%) and net energy consumption by twenty percent (20%) by the end of the 2023-2024 school year as compared to an established 2013-2014 school year baseline. To support this effort, the superintendent shall ensure full commitment by all employees and involved entities, including administrators, teachers, students, support personnel, contractors, suppliers and communities using APS facilities.

For purposes of this policy, "consumption" means, the overall units of consumption. For water consumption, the unit of measure shall be total gallons per student, calculated in whole for the entire school district. Number of students for each year shall be the Fortieth Day Student Enrollment as reported by APS Capital Master Plan. For energy consumption, the unit of measure shall be kBtu per square foot, also known as EUI (Energy Usage Intensity), calculated in whole for the entire school district: [total kBtu] / [total square footage]. This includes both electricity and natural gas, normalized to a common unit of energy.

The initial ten-year reporting period for the above has passed, with impressive results. The next

goal – which spans twenty-five (25) years, with intermediate goals in 5-year increments – has broadened to address all aspects of sustainability in pursuit of total carbon reduction. The existing water and energy conservation measures remain and must be maintained, while attention will be directed to issues of operational efficiencies, purchasing practices, occupant behavior, and District policies affecting every aspect of APS' culture and function.

SCOPE OF SERVICES

Performing as a contracted entity to Albuquerque Public Schools, assist in realizing the District's carbon reduction goals by working collaboratively with the APS Energy Team, the APS Water and Energy Conservation Committee (WECC), and all key APS stakeholders to implement effective conservation and sustainability strategies District-wide.

APS will rely on the selected Energy Manager to provide the following:

1. Leadership -- Through teamwork, effective communication, collaboration and organization, be the keeper of the 'big picture' sustainability plan for APS. Provide foresight in assessing and defining organizational functions, roles, responsibilities, and key metrics. Help define and prioritize deliverables. Create simple standard processes for communication, coordination and advance executive approval. Look constantly for undiscovered opportunities to collaborate, increase efficiency, and eliminate waste.
2. Documentation -- Capture and organize all information concerning the APS sustainability effort. This will include building performance data, lists of conservation projects with deadlines and calculated/anticipated savings, Building Automation System trend logs, minutes from strategic meetings with identified action items, and a transparent, defensible back up of data supporting reported conservation results. Support and/or maintain a comprehensive database of utility data for all APS sites, along with construction project history, enrollment, and other information pertinent to management/analysis of the District's resources.
3. Analysis -- Evaluate existing APS energy measurement/monitoring tools and determine how best to translate available data into useable, actionable information. Audit individual schools to gain a thorough understanding of the capabilities and limitations of the APS environments in which systems are maintained and energy is consumed. Work with APS Constrols Specialists to set up appropriate trends in APS' Building Automation Systems for 'deep-dive' trouble shooting of equipment and systems. Compile and compare data from divergent sources to build a more comprehensive problem-solving picture. Develop and maintain a user-friendly interface that allows APS and other users to quickly view and evaluate performance data.
4. Reporting -- Work with the APS Energy Team to establish Report Cards -- with repeatable and transparent metrics -- that communicate ongoing results and 'Progress Against Plan.' These Report Cards will be assembled and presented to the APS Water and Energy Conservation Committee at their bi-monthly meetings, as well as annually to the APS Board of Education. Provide other specific presentations (e.g. individual conservation strategy calculations/results, year-by-year/month-by-month performance comparisons, air quality reports, projected and real-time use and spending metrics, etc.) as needed and whenever requested, in order to engage stakeholders and garner support necessary for the program.
5. Advocacy -- Participate in regular and periodic meetings with WECC, the APS Energy Team, APS department personnel, vendors, utilities, etc. Present the positive face of APS' conservation efforts broadly, to continually build alliances and gain support. Seek opportunities to showcase the group's accomplishments both within and outside of APS.
6. Team Membership -- The Energy Management consultant selected from this solicitation will become an ongoing member of the APS Energy Team, helping to address day-to-day management and optimization of systems District-wide. They will be expected to participate on a regular basis in the various meetings of the group, and be generally available and responsive to the team. The consultant will also help analyze detailed functionality/efficiency of equipment and systems as

needed.

NOTE: This service is not being solicited as an Energy Services Performance Contract (ESPC), which is a site-based and/or project-based model that addresses specific identified need(s) and is paid from savings generated by the project(s). For an ESPC, when the project is done, their role is complete.
Instead, this solicitation is for an ongoing consulting partner whose broad and varied services (outlined above) are paid with a monthly retainer fee plus hourly consulting rates and materials reimbursements for the duration of the contract.

NOTE: Offeror shall be prepared, upon request, to provide documentation of achieved conservation results for projects previously or currently managed.

Appendix A: Price Proposal-ENERGY MANAGEMENT SERVICES
Submit with your Proposal
In compliance with the Scope of Work and Terms and Conditions as stated and incorporated herein, the undersigned offers and agrees, if this proposal is accepted, to provide energy management services at the stated retainer and hourly price rate(s) (excluding applicable gross receipts tax).

Offeror will be scored up to 5 points for Monthly Retainer and up to 5 points for average quoted rates.

Monthly Retainer:* $_____ / month

*** This flat fee supports the readiness of resources and services available to APS by the Contractor, and is in addition to hourly billings (itemized below) used to compensate for specific project involvement and deliverables. It shall include monthly subscription to, or maintenance of, the Utility Database identified above in Scope of Work 'Item 2. Documentation.'**
Quoted Hourly Rates:**

$_____ /hour Principal Engineer/Consultant

$_____ /hour Data Analyst

$_____ /hour Administrative Support

$_____ /hour Other (specify and may use additional disciplines if needed)

****Optional Blended Hourly Rate to be applied to all efforts: $_____/hour**

Noted Exceptions to Services:

_____

_____

_____

_____

Offeror (Vendor Name: _____

Authorized Signature:_____

Printed Name:_____ _____

EVALUATION CRITERIA

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

	Possible Points
Business Profile: Experience and structure of firm to achieve demonstrable conservation results. (Criteria include: History and organization of business model; proximity to and/or familiarity with the Albuquerque Public School District and its energy conservation efforts and team; reporting tools and/or philosophy).	25
Firm Expertise and Staffing: Capacity and capability of the personnel, consultants, software & tools. (Criteria include: Employee licensing/education/certification around relevant disciplines; breadth of coverage for addressing data monitoring, trending, analysis and reporting; connection with key stake holders throughout the industry -- utilities, municipalities, code officials, software & hardware providers, trade organizations, etc.). Firm personnel should include at least one Environmental Engineer, plus one additional applicable engineering discipline (Mechanical, Electrical, and/or Controls). Environmental Engineer is to be the primary consultant to our team. The particular disciplines of this engineering specialty address not only water and energy conservation/management, but all environmental concerns (waste management/recycling, water quality, public health and comfort concerns, etc.) which are additional priorities of the School District. This consultant will bring important scientific and engineering principles to our problem solving efforts. Offeror should hold the ANSI-recognized Certified Energy Manager (CEM) designation as administered by the Association of Energy Engineers or EMP Energy Management Professional as administered by the Energy Management Association or similar qualifications by accredited agency. Any Offeror who fails to meet this mandatory requirement may be considered non-responsive and may not be considered further by the District in this Procurement Process.	25
Project History: Range and breadth of experience with energy management projects. (Criteria include: Past record of performance on contracts with public agencies and/or private industry with respect to energy management and conservation programs; client references). Offeror shall have qualifications and background in energy conservation management. Firm must have minimum 3 years direct experience managing energy conservation programs for at least two (2) large public, institutional, and/or commercial entities. Submit a copy of contract or award letter from these entities or other documentation.	25
Strategic Approach to Energy Management: (Criteria include: Guiding philosophy for results; innovative and proven approaches used to help organizations achieve successful building performance outcomes across an entire portfolio of projects and properties; organizational tools)	15
Pricing: Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work. Reference and Submit Appendix A: Price Proposal	10
Total Possible Points	**100**
Interview (if needed)	**50**
New Mexico Resident Business or Native American Resident Business Preference: Eight percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	8 – 12

Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference: Ten percent of the total possible points to a resident veteran business or native American resident veteran business preference Ten percent of the total possible points to a resident veteran business. •10 points for Resident Veteran Business/Contractor with annual revenues of $3 million or less as verified by State of NM Tax & Revenue.	10 - 15
Total Possible Awarded Points	110-165

**Offerors maybe rescored after interview using the same evaluation criteria including interview points.

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

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

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

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

PROPOSAL – DETAILED REQUIREMENTS

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

Proposal Format -
Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal and Required Forms do not count towards page count. Please upload one file that contains all documentation in Vendor Registry.

Letter of Transmittal
Business Profile
Firm Expertise and Staffing
Project History
Strategic Approach to Energy Management
Price Proposal: Appendix A
Required Forms

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

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

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

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

Name	
Title	
E-Mail Address	
Telephone	

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

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

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

_____

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

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:_____

Relation to Prospective Contractor:_____

Name of Applicable Public Official:_____

Date Contribution(s) Made:_____

Amount(s) of Contribution(s) _____

Nature of Contribution(s)_____

Purpose of Contribution(s)_____

_____

Signature Date

_____

Title (position)

– OR –

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

_____

Signature Date

_____

Title (position) Offeror Business Name

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

CONFLICT OF INTEREST

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

_____

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

SIGN HERE

Signature: _____ Date_____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____City/ State:_____

BYRD ANTI-LOBBYING AMENDMENT

Contractor must sign and submit to the Owner the following certification:

APPENDIX A, 44C.F.R. PART l H
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements: The undersigned certifies, to

the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of theundersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid toany person for influencing or attempting to influence an officer or employee of anyagency, a Member of Congress, an officer or employee of Congress, or an
Employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit
Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included inthe award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and thatall sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. ·

The Contractor, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if **any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ALBUQUERQUE PUBLIC SCHOOLS

TERMS AND CONDITIONS

STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

SIGN HERE

_____

Signature

_____

Title

_____

Offeror Business Name

_____

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

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

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

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

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

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