



**REQUEST FOR PROPOSALS  
FOR  
Engineering Services – Civil, Electrical,  
Mechanical, Structural and Surveying**

Issue Date: August 14, 2014

**RFP # 15-016MM-SL**

**For Contract Agency: Albuquerque Public Schools**

**Contact Person: Michael P. Madrid CPPB, Construction Buyer  
Offsite Procurement Office  
Lincoln Complex, 1st Floor, Room 7  
Address: 915 Locust Street SE  
City/State/Zip: Albuquerque, NM 87106**

**Telephone: 505-848-8826 Fax: 505-842-4608 E-Mail: michael.madrid@aps.edu**

**DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:**

**DATE: August 28, 2014 TIME: 2:00 P.M. Local Time**

**DELIVER TO: Contact person listed above**

**The date and time received will be stamped on the proposals by the District offices. Late Proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposals are delivered on time to the correct address.**

# ALBUQUERQUE PUBLIC SCHOOLS

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Albuquerque Public Schools (APS) is requesting proposals for Engineering Services – Civil, Electrical, Mechanical, Structural and Surveying to perform various services on an as needed basis. All potential offerors are encouraged to read this request for proposals carefully, especially mandatory requirements.

Because of the need for multiple contracts in several disciplines, APS has chosen to solicit Engineering Services - Civil, Electrical, Mechanical, Structural and Surveying in one document. **Offerors may respond to one or more engineering disciplines. The response should quite clearly indicate the category of engineering services the offeror is responding to.**

### B. PROJECT CONTACTS

Any questions concerning the selection process for this Request for Proposals should be submitted to the Procurement Manager listed below. Technical questions regarding the scope of work should be submitted to the District Representative.

Name: Michael Madrid CPPB  
Title: Construction Buyer  
Address: APS Off-Site Procurement Office, 1st Floor Room 7  
915 Locust Street SE  
Albuquerque, NM 87106  
Telephone: 505-848-8826  
Fax Number: 505-842-4608  
Email: [michael.madrid@aps.edu](mailto:michael.madrid@aps.edu)

For technical questions regarding the scope of work:

District Representative:

Name: Karen Alarid, AIA  
Title: Executive Director Facilities Design & Construction  
Address: 915 Oak Street, SE  
Albuquerque, NM 87106  
Telephone: 505-848-8810  
Fax Number: 505-246-9020  
Email: [alarid\\_k@aps.edu](mailto:alarid_k@aps.edu)

## C. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this request for Proposal (RFP), including appropriate abbreviations.

**“APS Board of Education”** is governed by a seven-member elected board that sets policy and approves the annual budget. The board also hires the APS Superintendent who oversees the operations of the district. The APS Board approves all engineering services and contractor selections.

**“Engineering Professional”** is the legal entity qualified to do business in the State of New Mexico that employs an individual or individuals licensed to practice the discipline or disciplines for the services to be performed under this Agreement.

**“Award of Contract”** shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contact for services. Any Award of Contract that has not resulted in a written contract offer to the offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

**“Cluster Technician”** is an APS team member along with a Staff Architect and Construction Manager. The cluster tech assists with technical and administrative aspects of managing and administering construction projects and contracts.

**“Construction Manager”** is an APS team member along with a Staff Architect and Cluster Technician. The construction Manager manages the observation and inspection of the construction and required for each capital improvement project beginning and bidding through construction, occupancy and warranty.

**“Contract”** means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Contractor”** means successful Offeror awarded the contact.

**“Determination”** means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“District Representative”** is the individual who is an employee of the school district, named in this Agreement, with the authority to act for APS with respect to this Agreement unless otherwise specifically noted.

**“Energy Star”** is a voluntary program of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy that identifies energy-efficient products and buildings. Qualified products and buildings exceed minimum federal standards for energy consumption by a certain amount. Qualifying buildings which achieve an ENERGY STAR rating of 75 or above are eligible to receive the ENERGY STAR label. Website: <http://www.energystar.gov/>. Compliance with ENERGY STAR is

required on certain projects by Section 15-3-36, Energy Efficiency Standards for Public Buildings NMSA 1978.

**“Entity”** means the District for the purposes of Section 13-1-120(B)(6), NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

**“Facilities Design & Construction”** is responsible for the on-going, district-wide construction, renovation and major repairs of APS facilities. FD&C employs a variety of architects, engineers, construction managers, furniture, equipment and facility specialists, and business support accounting and administrative personnel who oversee the complex, and often challenging, task of ensuring the projects identified and funded in the APS Capital Master Plan are completed.

**“LEED”** (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings, created and administered by the U.S. Green Building Council.

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

**“Owner”** is the Board of Education of the Albuquerque Public Schools (APS).

**“Proposal”** is the Offerors response to this RFP.

**“Request for Proposals”** or **“RFP”** means all documents, attached or incorporated by reference, used for soliciting proposals.

**“Resident Business”** or **“Resident 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.

**“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.

**“Responsive Offer”** or **Responsive Proposal”** means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

**“Selection Committee”** means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.

**“Staff Architect”** is an APS team member along with a Construction Manager and Cluster Technician. The Staff Architect manages the programming, design, construction documents and assists in the construction management required for the coordination of architectural structural, civil, electrical, and mechanical disciplines as related to each capital improvement project.

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

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**“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.

The terms **“must,” “shall,” “will,” “is required,” or “are required”** identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal.

The terms **“can,” “may,” “should,” “preferably,” or “prefers”** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and the final decision or rejection will be made by the Committee Chairman.

#### **D. BACKGROUND INFORMATION**

Albuquerque Public Schools (APS) is the nation’s 28th largest school district covering a 1,200 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 5,000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools. The intent of this solicitation is to enter into a contract(s) with one or more engineering firms for the purpose of providing engineering services for the project(s) identified in this RFP. Any contract awarded as a result of this solicitation will be in effect from the date of award until the completion of the project.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Estimated Date</u>
1.	Issue RFP	August 14, 2014, 2014
2.	Deadline To Submit Additional Questions	August 21, 2014 @ 1:00 p.m.
3.	Response to Written Questions/RFP Amendments/Addendum will be posted on the Procurement Website <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a> . (If Required)	August 22, 2014
4.	Submission of Proposal	August 28, 2014 @ 2:00 pm
5.	Proposal Evaluation	TBD
6.	Multiple Award	TBD
7.	Pre-Interview meeting (If required)	TBD
8.	Notice of Finalists (If required)	TBD
9.	Interviews with Finalists (If required)	TBD
10.	Notice of Award	TBD
11.	Contract Negotiations	TBD
12.	APS School Board Approval	TBD

### B. EXPLANATION OF EVENTS

- Issue of RFP** - This RFP is being issued by the District in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978.
- Deadline to Submit Additional Questions/Clarifications/Site Visits** - Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date and time specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Manager. Between the time of issuance of the RFP and the submission deadline, prospective Offerors are encouraged to call the District Representative concerning any questions about the scope of the project or the RFP schedule.  
  
Prospective Offerors are also encouraged to visit with the District Representative. After the proposal submission due date, the Offerors are not allowed any contact with the Users or FD&C staff other than meetings scheduled by the District Representative.
- RFP Amendments/Addendum** Should an amendment/addendum to this RFP be deemed necessary between the issuance of the RFP and the proposal submission deadline, it will be posted on the Procurement Website <http://www.aps.edu/procurement>. The form **must be downloaded by the offeror** signed by the Offeror's representative, and included with the

response to this procurement. Please refer to the sequence of events section for an exact date when the amendment/addendum would be posted.

**4. Submission of Proposals**

ALL OFFEROR PROPOSALS **MUST** BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON August 28, 2014. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

**Name:** Michael Madrid CPPB  
**Title:** Construction Buyer  
**Address:** APS Off-Site Procurement Office, 1st Floor Room 7  
915 Locust Street, SE  
Albuquerque, NM 87106  
**Telephone:** 505-848-8826  
**Email:** michael.madrid@aps.edu

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the Professional Engineering Services RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals will be reviewed, for completeness and compliance with requirements, by the Selection Committee, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that Determination.

**5. Proposal Evaluation/Short listing** - The evaluation of proposals will be performed by the Selection Committee appointed by Albuquerque Public Schools management. During this time, the Procurement Manager may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

It is at the Selection Committees sole discretion to hold interviews with the firms with the highest scored proposals. The Selection Committee may award the selection based on results of the short listing. If fewer than three proposals are received the Selection committee may recommend an award or direct that the RFP be reissued.

**6. Multiple Awards** – If the Selection Committee makes a determination that interviews are to be held, or that no interviews will be held depending on the solicitation, the District reserves the right to award a contract to more than one Offeror based on technical expertise, capabilities, or capacity to perform the work.

The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to APS, taking into consideration the specified evaluation criteria and/or any other pertinent factors. APS reserves the right to waive technical irregularities in the form of the bid or proposal of the low bidder or offeror which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offer. APS shall provide a written determination showing the basis for the award, which shall become a permanent part of the procurement file.

The contents of any proposal shall not be available to competing offerors or any other person without a lawful interest during the negotiation process or until the contract is awarded. Upon award, unless exempted under the confidentiality provision, all proposals are open and available for public inspection.

The schedule of payment will be as agreed upon during final negotiations or upon receipt of good/service as applicable. All proposals will be considered valid for a period of 90 days unless otherwise stated by the offeror.

Once awarded, any contract issued as a result of this solicitation will be the final expression of the agreement between the parties and may not be altered, changed or amended except in writing. The contract between APS and the successful offeror shall be deemed to contain the terms and conditions of this request for proposal, unless expressly stated otherwise in writing.

Any offeror who is aggrieved in connection with an award or any other procurement action may protest to the Albuquerque Public Schools Procurement Division. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

7. **Pre-Interview Meeting (If Required)**– Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. The pre-interview meeting may be held by the District Representative, to answer questions from the short listed firms about the interview process. Also, at the Pre-Interview meeting, the Selection Committee may issue, through the District Representative, the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the committee.
8. **Notice of Finalists (If Required)** – Each responsive Offeror will be notified in writing as to the results of the short listing. This notice will include the overall scores awarded by the Selection Committee for all proposals submitted and will note firms selected for interviews. In general, the Selection Committee attempts to mail notices two weeks prior to the interview date. A public log will be kept with the names and overall scores of all Offerors short listed for interviews.
9. **Interviews with Finalists (If Required)** – For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the office of the District. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points. The points will be equally divided between the prepared questions and points will be allocated by each member. Each member’s point totals will be totaled together to determine the overall scoring of firms for the interview.



The firm(s) with the highest combined scores from shortlist and interview (if held) may be awarded the selection.

10. **District Rights** - The District may reserve the right to make multiple awards depending on the expertise, technical capabilities or capacity of the offeror(s) to perform the work within the timelines required for the work to be accomplished.
11. **Notice of Award** – The District will notify finalists in writing of the final award(s). This notice will include the interview (If required) scores of firms and final combined scores. At this time, all proposals that were submitted are open for public inspection for a period of 30 days after the award.
12. **Contract Negotiations** – The Owner and the successful Offeror(s) will begin contract negotiations as soon as possible after notice of award. The APS Standard agreement between Owner and Design Professional is available on the Facilities Design & Construction website at <http://apsfacilities.org>.
13. **APS School Board Approval** – The award is not final until approved by the APS School Board.

## C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed

1. **Protest Deadline** - Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name            Mark Heckart, C.P.M.  
Title            Executive Director, Procurement  
Address:        Albuquerque Public Schools  
                    6400 Uptown Blvd. NE, Suite 600W  
                    Albuquerque, NM 87110  
Telephone:     (505) 878-6112  
Fax No:         (505) 830-1161  
E-Mail:         Heckart\_m@aps.edu

Protests received after the deadline will not be accepted.

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.

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3. **Subcontractors** - All work that may result from this procurement must be performed by the offeror for payments will only be made to the offeror. Use of consultants identified in the proposal is permitted with prior authorization by APS.
4. **Amended Proposals** – An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble proposal materials.
5. **Offeror’s Rights to Withdraw 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 signed by the Offeror’s duly authorized representative(s) addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
6. **Disclosure of Proposal Contents** - The proposals will be kept confidential until Contracts are awarded by the APS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Confidential data are normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Albuquerque Public Schools Purchasing Manager shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

7. **Termination** - This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Albuquerque Public Schools.

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

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

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

If APS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, APS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

8. **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 contractor. The Owner’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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

9. **Standard Contract** – The Owner will use the APS document agreement between Albuquerque Public Schools and the Design Professional (Part A) and General Conditions of the Agreement (Part B) and exhibits, which is available on the FD&C website at <http://apsfacilities.org>.

10. **Offeror Qualifications** - The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and §13-1-85 NMSA 1978.

11. **Right to Waive Minor Irregularities** - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

12. **Notice** - The Procurement Code, 13-1-28 through §13-1-199 NMSA, 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 about projects 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. **Ownership of Documents** – The ENGINEERING PROFESSIONAL Contract will require that the drawings, specifications and other project documents are the property of the Owner. The ENGINEERING PROFESSIONAL contract has certain requirements as to the rights and responsibilities of the Owner and Engineer.

All documents submitted in response to the RFP shall become the property of the Agency.

15. **Clarifications from Offerors** – The ENGINEERING PROFESSIONAL Selection Committee or designee, after review of the proposal and/or Interview may request clarifications on information submitted by any and all offerors.
16. **Public Meetings** – APS requires community involvement in its various building projects; therefore, the successful firm(s) must be prepared to make presentations to and interact with the school board, school staff and community as necessary.
17. **Document Review Meetings** – The ENGINEERING PROFESSIONAL and his/her team will be required to attend review meetings at FD&C at various stages of projects.
18. **Construction Schedule** – the course of the construction will be carefully coordinated by the Design Architect to insure the completion of the project in a timely manner.
19. **APS Project Management** – The School District will assign an in-house staff architect, staff engineer or construction manager to serve as Project Manager.
20. **APS Approvals** – APS approval will be required for problem resolution, change orders and all other matters pertinent to the project.
21. **Project Management Software** – FD&C has purchased and is currently using project management software to track and manage construction projects. The successful offeror will be required to purchase and maintain for the life of the project at least one user license as part of basic services. The project management system company will facilitate the user license acquisition.
22. **LEED/Energy Efficiency** – Albuquerque Public Schools has a continuing interest in increasing the energy efficiency and decreasing the negative environmental impact of new school buildings. To that end, the successful firm must be prepared to address these issues as they relate to the USGBC LEED for School Rating System. APS will pursue a minimum of LEED Silver certification for any new stand-alone building. Pursuing LEED certification will be considered

on all other projects (remodels/additions/renovations etc.) The Governor of New Mexico has also recently signed the “Green Building Standards” which will impact building design and use. Additional, APS maintains its own electrical, mechanical as well as other standards which must be followed and are not the discretion of the architectural firm. Copies of the current standards are available on the web at <http://apsfacilities.org>.

23. **RECORDS, STATUTES** – Records shall be maintained by the successful Offeror as required by applicable municipal, federal or state laws, ordinances, codes, and any contract arising from this solicitation. At any time during normal business hours and as may be deemed necessary, there shall be made available to APS for examination all of contractor’s records relevant to this or any subsequent agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

The proposal and any subsequent contract are to be governed by the laws and statutes of the state of New Mexico. Any provision required to be included in a contract of this type by an applicable valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

24. **INDEMNIFICATION** – Offeror agrees to defend, indemnify, and hold harmless APS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.

25. **CONFLICT OF INTEREST** – Offeror warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fid employees or bona fid established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or beach of this warrant, APS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

26. **AWARD PROVISIONS** – If the offeror has otherwise qualified sufficiently, APS reserves the right to assign a particular project based on the specialized expertise and strengths of an offeror. The district reserves the right to assign certain projects based on the best interest of the district.

27. **CONTRACT PERIOD:** Any contract issued as a result of this proposal will be in effect for a period of one (1) year from date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended for three (3) additional years, one year at a time. APS reserves the right to make multiple awards as may be in the best interest of the district to ensure adequate and timely service. It emphasized that regardless of termination date, any unfinished project will be carried to completion by the same contract engineer or design professional, but without unduly prolonging the process. Projects involving multiple phases will be reviewed on a case by case basis.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Only one proposal may be submitted by each individual entity for the project(s), which is the subject of this RFP. **Offeror should clearly identify which engineering discipline they are responding to. Offeror may respond to one or more disciplines.**

#### B. NUMBER OF COPIES

Offerors shall provide one original (1) and six (6) identical copies of their proposal to the location specified in Section II, paragraph B on or before the close date and time for receipt of proposals.

#### C. PROPOSAL FORMAT (The following items are not counted against the 20 Page limitation)

- Front cover (blank on back side)
- Submittal Letter (one page maximum)
- Table of Contents page (one page maximum)
- Divider Pages (See Sections Below)
- Hourly Pricing (Appendix A)
- Completed Campaign Contribution Disclosure Form (Provided at the end of this RFP, Appendix B)
- Resident Veterans Preference Certification (provided at end of this RFP, Appendix C)
- NM Employees Health Coverage Form (provided at end of this RFP, Appendix D)
- Certificate(s) of insurance
- Conflict of Interest and Debarment /Suspension Certification Form (provide at end of this RFP, Appendix E)
- Offeror Information Signature Page (Appendix F)
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECICALLY EXCLUDED, AS NOTED ABOVE – SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM. PLEASE NUMBER YOUR PAGES.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under V. EVALUATION.

- Section 1 Business Profile
- Section 2 Capacity and Capability
- Section 3 Past Record of Performance
- Section 4 Familiarity with APS Standards
- Section 5 Design Work produced in-state
- Section 6 Volume of Work Previously Done
- Section 7
  - Attachments
  - Insurance Certificate must be provided
  - Hourly Billing Rate Categories ( Appendix A)
  - Campaign Contribution Disclosure Form must be provided (Appendix B)
  - Resident or Veterans Resident Certificate must be must be provided (Appendix C) A COPY OF ANY AND ALL CERTIFICATES IS REQUIRED TO RECEIVE POINTS)
  - New Mexico Employee Health Coverage Form must be provided (Appendix D)
  - Conflict of Interest and Debarment/Suspension Certification Form (Appendix E)
  - Offeror Information Signature Page (Appendix F)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE – SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM. PLEASE NUMBER YOUR EACH PAGE OF YOUR PROPOSAL. ANY PROPOSAL WHICH EXCEEDS THE 20 PAGE LIMITATION WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

Any proposal deemed non-conforming by the Selection Committee Chairman in regard to format will be considered non-responsive. Offerors shall contact the District Representative to clarify any questions concerning format prior to submission.

1. **Proposal Organization** - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Section 1 through 7, are helpful.
2. **Submittal Letter** – Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project(s)) should:
  - a. Identify the submitting business, including valid resident certificate number (copy of certificate is required);
  - b. Identify name and title of the person(s) authorized by the company to contractually obligate the business for purposed of this RFP ;

- c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- d. Be signed by a person authorized to contractually obligate the Offeror;
- e. Acknowledge receipt of any and all amendments to this RFP (If Issued);
- f. Contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act as currently required for work performed as a result of this RFP;
- g. Contain a statement indicating a commitment to comply with the ASHRAE STANDARD, ASHRAE/IES 90.1-2001, Energy Efficiency Design of New Buildings, and the New Mexico Model Energy Code. Also, that designs will incorporate water conserving fixtures and features;
- h. If a joint proposal, contain a statement indicating the percentage of services to be completed by the nonresident business based on the dollar amount of the fee proposed in Section IV and;
- i. Contain a statement indicating which engineering discipline the offeror is responding to – Civil, Electrical, Mechanical, Structural and Surveying.
- j. Contain a statement indicating a commitment to energy efficiency for all APS projects.

#### **IV. SPECIFICATIONS**

##### **A. DETAILED SCOPE OF WORK**

Albuquerque Public Schools (APS) is the nation's 28<sup>th</sup> largest school district with approximately 150 schools and administrative sites located throughout the 1200 square mile metro area. At more than 13 million square feet this is the largest group of public building owned and operated by any state agency or local public body in New Mexico. The district employs nearly 12,000 people and has a student population of around 90,000. Within the district framework, the Department of Facilities Planning and Construction handles all new construction and major remodeling projects. Maintenance and Operations (M&O), the APS physical plant, is responsible for the repair and maintenance of school buildings and related facilities within the district. Independent outside architects, engineers, and other contractors are routinely selected via the RFP/Bid process for work on specific projects or to supplement APS crews.

The district strives to keep pace with Albuquerque's growth as well as maintaining the existing infrastructure. The success of the recent bond election will require an even more ambitious program.



Because of the need for multiple contracts in several disciplines, APS has chosen to solicit Engineering Services - civil, electrical, mechanical structural and survey in one document. Offerors may respond to **one or more engineering disciplines. The response should quite clearly indicate the category of engineering services the offeror is responding to.**

All services required by this proposal will necessitate close communication and coordination with any of the above using departments, their directors and personnel as well as other contract architects/engineers of record and general contractors.

Any contract issued as a result of this proposal will be in effect for a period of one (1) year from date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended for three (3) additional years, one year at a time. APS reserves the right to make multiple awards as may be in the best interest of the district to ensure adequate and timely service. It emphasized that regardless of termination date, any unfinished project will be carried to completion by the same contract engineer or design professional, but without unduly prolonging the process. Projects involving multiple phases will be reviewed on a case by case basis.

During the term of the contract, each project requiring the assistance of the contract engineer or design professional will be identified and a scope of work provided. Contract firm shall provide a written estimate of the total hours required for services on any particular project. This shall be submitted to and approved by the using department prior to beginning the work. All available drawings and specifications, reports, as well as any other specialized engineering or design data held by APS will be furnished or otherwise made accessible as necessary. APS will also give prompt notice of any defects in a project which it may observe or become otherwise aware of and will advise of any change in the scope or quality of the project in a timely manner.

The contract engineer or design professional as principal may be asked to provide complete registered professional engineering or design services for existing facilities, various remodel, retrofit, and new construction projects in an as-needed basis. Additional personnel such as project managers, drafters, inspectors, surveyors, clerical, couriers, etc. may also be required for complete service. Typical services may include but are not limited to pre-design and schematic design documents, color renderings, presentation documents, cost estimates, working drawings, system design, specifications and similar. These services may be required for formal bid preparation as well as smaller projects. The firm may also be asked to survey terrain, diagnose malfunctioning equipment, or test repaired items. Additionally, APS often orders studies which include evaluations of existing systems, replace vs. repair and similar. Energy conservation is also of major concern. The district has been quite successful in implementing various plans that have resulted in considerable savings while improving the student/staff environment.

The offeror is reminded of the size of the district. Meetings or pre-bid conferences and “walk-throughs” may be held at potentially any site. He/she may also be required to assist in the review of bids/proposals, alternates or substitutions, requested change orders and the like. Contractor shall administer the construction phase, hold construction progress meetings and provide close-out services as needed. There are typically periodic inspections of the work site both for preliminary work and to determine the progress and quality of the subsequent project.

The successful contract engineer(s) or design professional(s) must also be aware of a school-oriented environment. Principals, parents, various activity organizations etc. routinely take an active interest in projects that affect their particular schools. Meetings, contractor visits, presentations etc., must be coordinated for minimum disruption to classroom activities. Visitors are required to sign in and out as they enter and leave a campus.

The contract firms, including all personnel, must provide their own transportation. Neither mileage nor vehicle charges will be billed to the district separately. All such charges must be included in your hourly rates. Lease of specialized vehicles may be reimbursed if approved in advance by APS. Out of town travel is almost never an issue, but if required (and prior approved) will be reimbursed at the same rates for per diem or per mile as for APS employees. No APS site will be considered as out of town. Long distance telephone charges incurred on behalf of APS will be paid when added to invoice. Faxes will be treated as local telephone calls with both APS and the contractor sending and receiving at their own expense.

Firms selected will employ competent and New Mexico licensed and registered individuals as well as fully qualified consultants. Generally, if a firm will use a second firm as a consultant, those invoices will be paid directly by the contract firm and reimbursed by APS. APS must approve all consultants prior to engagement for any particular project.

Consultant fees will be reimbursed by APS at a markup to be agreed upon during the fee negotiation phase of the award process. However, if the consultant should also be under contract with APS, that firm will bill the district directly. If this does not happen, APS will not delay payment, but it will not pay a markup and the APS contract rates applicable to the second firm will prevail.

Personnel employed by the contract firm will not be otherwise employed by APS or any other independent contractor working for APS. All drawings, specifications, designs, notes or any other work developed for purposes of this contract are the sole property of APS. Upon completion of any work assigned as a result of the award of this RFP, APS agrees to hold harmless, indemnify, and defend the engineer or design professional against all damages, claims and losses, including defense costs, arising out of any reuse of any plans or specifications without the written approval of the engineer or design professional.

Selection if the successful firm(s) will generally follow the “quality-based selection” process. However, please note that specific projects which may be initiated during the life of this contract are now unknown, or even if potentially identified, subject to change in scope. The range of activity represented by this contract may vary from a one-time inspection to major design. Because of the volume, it is essential to have access to multiple firms within each discipline. At the time of an actual project assignment, specific expertise or technical competence, current workloads and/or other assignments still in progress, familiarity or proximity to the area of the project, and similar may be factors in determining which firm is chosen. APS also reserves the right to bid specific engineering or professional services for any particular project separately.

It must be noted that all contacts between APS and a engineering professional for the construction of new buildings or for the remodeling of renovation of existing buildings are

required to contain the provision that all designs, drawings, specifications, notes and other work developed in the performance of the contract are the sole property of Albuquerque Public Schools. Since all plans and specifications developed in the performance of the contract are to become the property of APS upon completion of the work, APS agrees to hold harmless, indemnify and defend the design professional against all damaged claims and losses, including defense costs, arising out of any new reuse of the plans and/or specification without written authorization of the design professional.

A copy of all designs, drawings, and other materials that are the property of APS shall be transmitted to APS where they will be indexed and maintained in a record center.

Construction Drawings for these projects are to be provided to APS in accordance with version 3.1 of the U.S. National CAD Standard. Upon completion of any project the electronic CAD files of the construction drawings formatted in accordance with version 3.1 of the U.S. National CAD Standards must also be provided. Said documents will be considered as project specific and will not be otherwise used without the permission of the design professional.

## **B. SPECIFICATIONS**

1. **Submittal Letter** – Proposals must include a submittal letter and should include all the information identified in Section III.C.2
2. **Format** – Comply with requirements of Section III
3. **Errors and Omissions Insurance** – Your response must include a current certification of professional liability (error and omissions) in the amount of at least \$1,000,000 per occurrence/aggregate. If your certificate will be mailed separately by your agent or otherwise delivered outside of your package, please note in your response. If your certificate cannot be accounted for by the procurement official opening the RFP, your proposal will be disqualified. Your firm will also be required to maintain said professional liability for a minimum of three (3) years from the date of substantial completion including all change orders.

If you do not currently carry this amount of insurance, send proof of your coverage as it exists now. Upon award, you will be required to provide the additional amount prior to beginning any work. Please provide a statement indicating that you understand this requirement and will or will not comply.

## **C. BUSINESS INFORMATION**

1. **Staff Role** – The Owner will assign staff, as it deems necessary for the project. Typically the Owner's team consists of a staff architect, construction manager, FF& E Specialist, and cluster technician.
2. **Existing Information** – One copy of project-related information in the possession of the Owner will be available to the Contactor subsequent to contract execution.

3. **Electronic Data** – The Owner prefers that final design documents and specifications are prepared using computer technology. Electronic drawing files should be provided to the Owner in AutoCAD and specifications in Microsoft Word.

## V. EVALUATION

### A. EVALUATION CRITERIA

**IMPORTANT: Offeror needs to ensure that the response provided addresses the six evaluative areas including proximity to or familiarity section four. The response should identify working knowledge and experience with APS standards.**

1. **Short listing** – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. A resident business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of five percent of the total possible points to be awarded. When a joint proposal is submitted by both resident and nonresident business, the resident preference shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the fee proposed in Section IV that will be performed by a nonresident business. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are as follows:

	Factor	Points
1.	<b>Business Profile/Specialized design and technical competence</b> of the business, including a joint venture or association, regarding the type of services required	25
2.	<b>Capacity and capability</b> of the business to perform the work, including any specialized services and consultants within the time limitations	20
3.	<b>Past record of performance</b> on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules	35
4.	<b>Proximity to or familiarity</b> with the area and knowledge and experience with APS Standards.	10
5.	<b>The amount of engineering design work</b> that will be produced by a New Mexico business within the State	10
<b>ATTACHMENTS</b>		
	Insurance certificate must be provided	
	Hourly Billing Rate Categories (Appendix A)	
	Campaign Contribution Disclosure Form (Appendix B)	
	Resident or Veterans Resident Certificate Must be provided (Appendix C)	
	New Mexico Employees Health Insurance Must be provided (Appendix D)	
	Conflict of Interest and Debarment/Suspension Form (Appendix E)	
	Offeror Information Signature Page (Appendix F)	
	Total Points without Oral Presentation/Interview (If Required)	100
	Total (100 Points with Oral Presentation/Interview if required)	200

2. **Interview** – Approximately 100 points are possible in scoring each interview for this RFP. The selection Committee will provide at the pre-interview meeting, a list of questions relevant to the RFP # 15-016MM-SL - Engineering Services – Civil, Electrical, Mechanical, Structural and Surveying

project. These questions shall be addressed by the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared question.

## **B. SHORT LIST EVALUATION FACTORS**

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. **Business Profile/Specialized Design** – Provide information about the firm’s specific technical experience. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past projects and the corresponding applications to the proposed scope of work.
2. **Capacity and Capability** - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.
3. **Past Record of Performance** - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.
4. **Proximity to or Familiarity with Site Location** - Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs. Familiarity with APS as the client and owner as well as familiarity with APS Design Standards and other miscellaneous APS guidelines and familiarity with E-Builder.
5. **New Mexico Produced Work** - It is in the State's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms. Provide evidence of Resident Business status.

## C. EVALUATION PROCESS

1. **Notice of Non-Responsiveness** – For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination.
2. **Selection Advisory Committee** – the committee will be assembled and will be composed of 1) Executive Director of Capital Operations (or designee); 2) the Director of Facilities Design & Construction; 3) the Director of Facilities Master Plan (or designee); 4) a local independent design professional who is not responding to this solicitation; 5) a licensed General Contractor registered to do business in the state of New Mexico; Procurement member who will be a non-voting member insuring compliance with New Mexico procurement regulations. The Director of Facilities Design & Construction will serve as committee chairperson. All committee members will be in attendance at all meetings. In the event of the unforeseen resignation of a committee member due to illness or other extenuating circumstances, the Selection Advisory Committee reserves the right to replace that individual with an appropriate designee or to continue with the remaining members only. The full committee will be maintained unless the process has evolved beyond the point where in a designee could reasonably recover full knowledge of the prior proceedings. In this event, selection will be based upon the scores of the remaining members.
3. **Short listing Meeting** – The Selection Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Selection Committee will review each Offeror's proposal. Points will be allocated as outlined in Section V.A. and B. of this RFP, by each member of the committee. Each member's point totals will be combined to determine the Selection Committees overall scoring of the firms. If more than three proposals are submitted, it is the general practice of the Selection Committee to hold interviews with the three high-scored proposals.
4. **Notice of Finalists** – Each responsive Offeror will be notified in writing whether their proposal has been short listed. In general, the Selection Committee attempts to mail notices two weeks before the interview date. A public log will be kept of the names and scores of all Offerors short listed for interviews.
5. **Pre-Interview Meeting with Finalists** – the pre-interview meeting will be held by the District Representative to answer questions from the short listed firms about the interview. In addition, the Selection Committee shall issue, through the District Representative, to the short listed firms a list of prepared questions to be addressed at the interview. The prepared questions will be the basis of scoring at the interview.
6. **Interviews with Finalists** – For those firms included in the interview, notice of finalists will include the interview date and time as well as the date and time for the pre-interview meeting. Interviews are generally held at the District Office, unless otherwise scheduled at the discretion of the committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points, equally divided between the prepared questions. Points will be allocated, by each member. The individual member scores will be totaled together to determine the overall score of firms for the interview.
7. **Final Scores** – The combined scores from shortlist and interview determine the final scores. The firm with the highest score shall be awarded the selection.

However, the District reserves the right to make multiple awards depending on the expertise, technical capabilities or capacity of other offerors to perform the work within the timelines required for the work to be accomplished

If the offeror has otherwise qualified sufficiently, APS reserves the right to assign a particular project based on the specialized expertise and strengths of an offeror. Typically projects will be assigned based on highest scores by the selection committee, however should a project require specialized requirements, the district reserves the right to assign certain projects regardless of ranking based on the best interest of the district.



**APPENDIX A**

**HOURLY BILLING RATE CATEGORIES**

**LABOR DESCRIPTION:**

**HOURLY RATE:**

_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----
_____	\$-----

(OFFEROR CAN INSERT THEIR OWN PRICING MATRIX)

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

#### RFP NO. 15-016MM-SL

#### **Engineering Services – Civil, Electrical, Mechanical, Structural and Surveying**

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

RFP # 15-016MM-SL - Engineering Services – Civil, Electrical, Mechanical, Structural and Surveying

individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

(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 C**  
**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.

## APPENDIX D

### NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

#### RFP NO. 15-016MM-SL

#### **Engineering Services – Civil, Electrical, Mechanical, Structural and Surveying**

1. For all contracts solicited and awarded on or after August 28, 2014: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than August 28, 2014; if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than August 28, 2014; if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
  - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than August 28, 2014; if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX E**

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

**RFP NO. 15-016MM-SL**

**Engineering Services – Civil, Electrical, Mechanical, Structural and Surveying**

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: \_\_\_\_\_

RFP # 15-016MM-SL - Engineering Services – Civil, Electrical, Mechanical, Structural and Surveying

**APPENDIX F**

**OFFEROR INFORMATION/SIGNATURE PAGE**

**RFP NO. 15-016MM-SL**

**Engineering Services – Civil, Electrical, Mechanical, Structural and Surveying**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

ALTERNATE CONTACT \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

ALTERNATE SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE