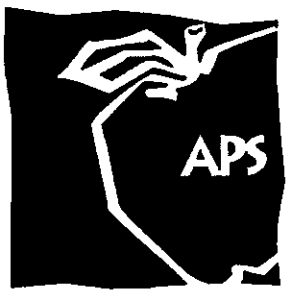


Issue Date: September 7, 2011

# REQUEST FOR PROPOSALS

# EXTERNAL PROGRAM EVALUATOR SERVICES

## RFP #12-018DJ-SL

# ALBUQUERQUE PUBLIC SCHOOLS
# DEPARTMENT OF SECONDARY DESIGN

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# I. INTRODUCTION

## 1.0 Overview

The Albuquerque Public Schools, seeks an external program evaluator firm in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFP are for an external program evaluation of a multi-year federally-funded Smaller Learning Communities grant.

## 1.1 Purpose of this Request for Proposals

The Department of Secondary Design of the Albuquerque Public Schools is requesting proposals for external program evaluation services.

This RFP is intended to solicit responses from qualified external program evaluation firms that are interested in providing the program evaluation services as described in the technical and mandatory requirements herein.

## 1.2 Scope of Procurement

The scope of procurement is to secure an agreement with an external program evaluator firm who has the ability and resources to, and will, provide program evaluation related services as needed by the district with opportunities for doing business with departments and schools for the Albuquerque Public Schools.

## 1.3 District Buyer

The agency has designated a District Buyer who is responsible for the conduct of this procurement. The District Buyer's name, address, and telephone number are listed below:

| | |
|---|---|
| Name: | Diana M. Jaramillo |
| Title: | District Buyer |
| Address: | 6400 Uptown Blvd. NE, Ste. 600W |
| | Albuquerque, NM 87110 |
| Telephone: | 505-878-6121 |
| Fax Number: | 505-830-1161 |
| Email: | jaramillo_d@aps.edu |

Any inquiries or requests regarding this procurement should be submitted, in writing, to the District Buyer. Offerors may contact **ONLY** the District Buyer regarding the procurement. Other Albuquerque Public Schools employees do not have the authority to respond on behalf of APS.

1.4 Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

1.4.1 "**Agency**" or "**APS**" means Albuquerque Public Schools.

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

1.4.3 **"Binder"** means RFP documents to be placed in individual sections as outlined in response format and organization. Binder #1, #2, and #3 can be in any form of binders, folders, or stapled. *NO SPIRAL BOUND BINDERS.*

1.4.4 "**Close of Business**" means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

1.4.5 "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

1.4.6 "**Contract Manager**" means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.

1.4.7 "**Contractor**" means a successful Offeror who enter into a binding contract.

1.4.8 "**Deliverable**" means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

1.4.9 "**Desirable**"—The terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

1.4.10 "**Department**" For the purposes of administrating the RFP and associated proposals, "Department" means the High School and Alternative High School.

1.4.11 "**Determination**" means the written documentation of a decision of a district buyer including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

1.4.12 "**Director**" The Director of the Albuquerque Public Schools Procurement Department or a designated representative.

1.4.13 "**Employer**" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

1.4.14 "**Evaluation Committee**" means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.

1.4.15 "**Evaluation Committee Report**" means a report prepared by the District Buyer and the Evaluation Committee for submission to the Director of Procurement for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

1.4.17 "**Mandatory**" The terms "must," "shall," "will," "is required," identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

1.4.18 "**Milestone**" means a significant event in a project, usually the completion of a major deliverable.

1.4.19 "**Albuquerque Public Schools Employee**" means any employee of the Albuquerque Public Schools, performing the majority of their work within the Albuquerque Metropolitan area, for any school or department regardless of the location of the employer's office or offices.

1.4.20 "**Offer**" means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

1.4.21 "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

1.4.22 "**District Buyer**" means the person or designee authorized by the District to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

1.4.23 "**Purchasing Agent**" means the purchasing agent for the Albuquerque Public Schools or a designated representative.

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

1.4.25 "**Requirements**" are obligatory and mean the system functions that are related to the organization's goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

1.4.26 "**Responsive Offeror Responsive Proposal**" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

1.4.27 "**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 or items of tangible personal property described in the proposal.

1.4.28 "**Solicited and Awarded**" means an ITB or RFP was made available to the general public, through any means, after September 2, 2011 AND the contract(s) sought as a result of that solicitation was/were awarded after September 2, 2011.

1.4.29 "**Solicitations**" means ITBs and RFPs

## 1.5 Background Information

This section provides background for the Albuquerque Public Schools program evaluator services, which may be helpful to the offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

APS is the largest school district in New Mexico and one of the nation's largest school districts covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 139 schools: 13 high schools, 10 alternative high schools, 27 middle schools, 89 elementary schools plus 33 Charter Schools in 2009-2010. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 89,500 students and 13,500 employees, 12,907 full time and 6,500 teachers, and 2,081 classroom educational assistants. The successful offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control costs in an innovative and effective manner.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Winston Brooks.

Albuquerque Public Schools (APS) was awarded federal funding through the U.S. Department of Education for a multi-year Smaller Learning Communities (SLC) grant. At the time of this RFP, there are two years remaining in the grant, with the second year contingent upon funding approval in spring of 2012.

As the grant enters its final years of implementation, emphasis will be placed on determining school-specific areas of high-impact, sustainable elements of the SLC model. The evaluation focus is on fidelity of implementation. This is not a research review of an experimental design. Rebecca Almeter, Director of Secondary Design, is responsible for the SLC grant and coordination of program evaluator services as it relates to the grant.

## 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.

2.0 Overview

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

2.1 Sequence of Events

The District Buyer will make every effort to adhere to the following schedule:

| | Action | Responsibility | Estimated Date |
|---|---|---|---|
| 2.2.1. | Issue RFP | Albuquerque Public Schools | 9.7.2011 |
| 2.2.2. | Return of acknowledgement of Receipt Form for Distribution List | Potential Offerors | 9.14.2011 |
| 2.2.3. | Deadline To Submit Additional Questions | Potential Offerors | 9.16.2011 |
| 2.2.4. | Response to Written Questions/RFP Amendments | Albuquerque Public Schools | 9.20.2011 |
| 2.2.5. | Submission of Proposal | Offerors | 9.29.2011 |
| 2.2.6. | Proposal Evaluation | Evaluation Committee | 9.30.2011 |
| 2.2.7. | Selection of Finalists | Evaluation Committee | TBD |
| 2.2.8. | Best and Final Offers from Finalists | Finalists Offerors | TBD |
| 2.2.9. | Oral Presentation/Interview by Finalists if required | Finalists Offerors | TBD |
| 2.2.10. | Finalize Contract | Albuquerque Public Schools Offeror | TBD |
| 2.2.11. | Contract Award | Albuquerque Public Schools | TBD |
| 2.2.12. | Protest Deadline | Offerors | 15 Days after the Contract Award |

2.2. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1.

2.2.1 Issue of RFP

This RFP is being issued by the Department of Secondary Design and the Albuquerque Public Schools Procurement Department of the Albuquerque Public Schools.

2.2.2 Return of Acknowledgements of Receipt of Form for Distribution List

Potential Offerors **must** hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form **must** be signed by an authorized representative of the organization and delivered to the District Buyer not later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

2.2.3 Deadline to Submit Written Questions

Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the District Buyer (see Paragraph 1.3).

2.2.4 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address **must** be provided for this and other purposes. An Acknowledgement of Receipt Form will accompany the distribution package. The form **must** be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. **(E-mail replies are unacceptable in this case.)**

Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror's organization name shall be dropped from the procurement distribution list. Written responses to written questions and any RFP amendments will be emailed to Offerors on the distribution list.

Additional written requests for clarification of distributed answers and/or amendments **must** be received by the District Buyer no later than two (2) days after the answers and/or amendments were issued.

2.2.5 Submission of Proposals

ALL OFFEROR PROPOSALS **MUST** BE RECEIVED FOR REVIEW AND EVALUATION BY THE DISTRICT BUYER OR DESIGNEE NO LATER THAN 10:00 AM MOUNTAIN DAYLIGHT TIME ON **SEPTEMBER 28, 2011**. **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: | Diana M. Jaramillo |
| Title: | District Buyer |
| Hand Carry or Courier Address: | APS Procurement Department<br>6400 Uptown Blvd. NE, Ste. 600W<br>Albuquerque, NM 87110 |
| Name: | Diana M. Jaramillo |
| Title: | District Buyer |
| US Postal Service Delivery Address | APS Procurement Department<br>PO Box 25704<br>Albuquerque, NM 87125 |
| Telephone: | 505.878.6122 |
| Fax Number: | 505-830-1161 |
| Email: | jaramillo_d@aps.edu |

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the "RFP#12-018DJ-SL External Evaluator 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.

2.2.6 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC's) appointed by Albuquerque Public Schools management. During this time, the District Buyer 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.

2.2.7 Selection of Finalists

The Evaluation Committee will select and the District Buyer will notify the finalist Offerors.

2.2.8 Best and Final Offers From Finalists

Finalist Offerors **may** be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by date specified in the Finalist Notification Letter. Best and final offers may be clarified and amended at the finalist Offeror's oral evaluation.

2.2.9 Oral Presentation/Interview by Finalists

Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. APS reserves the right to extend the time at its sole discretion. All oral presentations/interviews will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation of not more than forty-five (45) minutes.

2.2.10 Finalize Contract

The Contract will be finalized with the most advantageous Offeror. This date is subject to change at the discretion of APS. In the event that mutually agreeable terms cannot be reached within the time specified, APS reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.11 Contract Award

After review of the Evaluation Committee Report and the signed contract, the Albuquerque Public Schools will award the contract on date listed in the Sequence of Events. This date is subject to change at the discretion of the APS District Buyer.

This contract shall be awarded to the Offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

2.2.12 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 Protestant 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 | Procurement Director |
| **Hand Carry or Courier Address**: | APS Procurement Department<br>6400 Uptown Blvd. NE, Ste. 600W<br>Albuquerque, NM 87110 |
| Name: | Mark Heckart, C.P.M. |
| Title: | Procurement Director |
| **US Postal Service Delivery Address** | APS Procurement Department<br>PO Box 25704<br>Albuquerque, NM 87125 |
| Telephone: | (505) 878-6112 |
| Fax No: | (505) 830-1161 |
| E-Mail: | heckart_m@aps.edu |

**Protests received after the deadline will not be accepted.**

2.3 General Requirements

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28- thru 13-1-199 NMSA 1978 and applicable procurement regulations.

2.3.1 Acceptance of Conditions Governing the Procurement

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in the Section V of this RFP.

2.3.2 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.

2.3.3 Contractor Responsibility

The contractor shall solely be responsible for performance under this contract. APS will make contract payments only to the prime contractor. Records shall be maintained by the successful contractor 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 and valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

2.3.4 Subcontractors

The use of subcontractors is allowed. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract. Additionally, the prime contractor must receive approval, in writing, from the APS before any subcontractor is used during the term of this agreement.

2.3.5 Fingerprints and Background Checks

**Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1)** New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may be required to complete the finger printing process every two (2) years. Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or**

**MasterCard Debit/Credit card, or a cashier's check or money order in the amount of $33.00 payable to Board of Education.** Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

2.3.6 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. APS personnel will not merge, collage, or assemble proposal materials.

2.3.7 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 District Buyer.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

2.3.8 Proposal Offer Firm

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited by the District Buyer.

2.3.9 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 District Buyer 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 District Buyer 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.

2.3.10 No Obligation

The procurement in no manner obligates the Albuquerque Public Schools or any of its departments, schools, and charter schools to the use of offeror services until a valid written contract is approved.

2.3.11 Termination

This RFP may be canceled 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.

2.3.12 Sufficient Appropriation

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such Agreement(s). If sufficient appropriations and authorization are not made the Legislature, such agreement(s) shall terminate upon a written notice being given by the Procurement Department to the Contractor. The Procurement Department's decision as to whether appropriations are available shall be accepted by the Contractor and shall be final. However, the Procurement Department agrees not to use insufficient appropriations as a means of terminating this Agreement in order to acquire functionally equivalent services from a third party.

2.3.13 Legal Review

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the District Buyer.

2.3.14 Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

2.3.15 Basis for Proposal

Only information supplied by the Agency in writing through the District Buyer or in this RFP should be used as the basis for the preparation of Offeror proposals.

2.3.16 Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the "Scope of Work." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

2.3.17 Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

2.3.18 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

2.3.19 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.

2.3.20 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.

2.3.21 Change in Contractor Representatives

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

2.3.22 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.

2.3.23 Proposal Acceptance Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

2.3.24 Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

2.3.25 Ownership of Proposals

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

2.3.26 Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

2.3.27 Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

2.3.28 New Mexico Employees Health Coverage

1. For all contracts solicited and awarded on or after September 28, 2011: 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 July 1, 2012, 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 July 1, 2012 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 July 1, 2012 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://insurenewmexico.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.

## III. **RESPONSE FORMAT AND ORGANIZATION**

3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

3.1 Number of Responses

Potential offerors shall submit only one proposal in response to this RFP.

3.2 Number of Copies

Offerors shall deliver the number of copies of their proposal indicated in Section 3.4.1 below to the location specified in Paragraph 2.2.5, on or before the closing date and time for receipt of proposals. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **APS will not make copies of the RFP and it will be considered as non-responsive, and will rejected if copies are not submitted**

3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper and placed within the specified binders with tabs delineating each section. Each binder must be physically separate. (Also reference paragraph 3.4.5 Marking of Binders.)

3.4 Proposal Organization

The following requirements apply to proposal organization and content. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

3.4.1 Organization and Indexing

The proposal must be organized, indexed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below. See Definition of Terminology for Binder Page 2.

> ***Binder #1 (Mandatory)** [1 original + 5 copies (6 separate binders total) required]
> a. Letter of Transmittal Form Copy (Original in Binder #2) (Appendix B)
> b. Table of contents
> c. Proposed Summary (Optional*)
> d. Response to Specifications

**Binder #2 (Mandatory)** [1 original + 1 copy (2 separate binders total) required]

a. Original Acknowledgement of Receipt Form (Appendix A)
b. Letter of Transmittal Form Original (Appendix B)
c. New Mexico Employees Health Coverage Form (Appendix C)
d. Completed Offeror Cost Response Form (Appendix D)
e. Campaign Contribution Disclosure Form (Appendix E)
f. Conflict of Interest and Debarment Form (Appendix F)
g. Statement of Confidentiality (Appendix G)
h. Offeror Information/Signature Page (Appendix H)
i. Submittals Check Off List (Appendix I)
j. Evaluator Reporting Methods (Appendix J)
k. Addendum(s) if applicable

**Binder #3 (Optional)** [1 original + 5 copy (6 separate binders total) required]

Any Supporting Materials

*Optional Proposal Summary is for informational overview only and will not be scored.

3.4.2 Order of Items

Within each section of their proposal(s), Offeror should address the items in the order in which they appear in this RFP.

3.4.3 Inclusion of Completed Form

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

3.4.4 Costs, Rates, or Expenses Discussion

All discussion of the proposed costs, rates, or expenses must occur only in the Offeror Cost Response Form, Appendix D, unless otherwise stated.

3.4.5 Marking of Binders

Proposal binders should be clearly labeled and numbered. The original copy of each binder should be clearly marked as **"Original"** on the front of the binder.

3.4.6 Other Supporting Material

Offeror may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements, this material should be included in Binder #3. While the material in Binder #3 may be reviewed by the members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

3.5 Letter of Transmittal

Each proposal must be accompanied by the completed and signed Letter of Transmittal Form (Appendix B) placed in Binder #1.

## IV SPECIFICATIONS

4.0 Overview

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation or assurances, and complete the Offeror Cost Response Form attached as Appendix D. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

4.1 Information

4.1.1 Funding

Funding will be made available through the APS Grant Management; however funding is contingent upon federal or state appropriations.

4.1.2 Agency Resources/Facilities Provided

The Director of Secondary Redesign or designee at each school site will provide work space during agreed upon evaluator site visits.

APS personnel involvement does not relieve the contractor of the responsibility of providing the required support for external evaluator services.

Rebecca Almeter, Director of Secondary Design, will be the primary contact.

4.1.3 Work Performance

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at various APS sites in Albuquerque, New Mexico. Contractor's management staff may be expected to complete a fingerprint and background check if project is located at a school or charter school.

4.2 Scope of Work

The Department of Secondary Design is the owner requiring the work.

4.3 Scope of Procurement

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule to be determined after award of contract and upon receiving all required approvals, whichever is later for a term of one year. The contract may be extended for up to one (1) additional one (1) year period, or any portion thereof at the discretion of APS, pursuant to funding availability and satisfactory service provision, as determined by APS. In no circumstance shall the contract exceed a total of two (2) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion but without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress. Price escalation will be considered for the renewal period only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Contractor may decline renewal with no penalty and APS will re-bid. This procurement may result in multiple awards.

4.4 Technical Specifications

In preparation of proposals, Offerors are encouraged to present "other processes, solutions, and/or guidelines" to address the minimum types of key services and elements described in the Scope of Work for program evaluator services as needed by the district.

Albuquerque Public Schools (APS) was awarded federal funding through the U.S. Department of Education for a multi-year Smaller Learning Communities (SLC) grant. At the time of this RFP, there are two years remaining in the grant, with the second year contingent upon funding approval in spring of 2012. As the grant enters its final years of implementation, emphasis will be placed on determining school-specific areas of high-impact, sustainable elements of the SLC model. Evaluation focus is on fidelity of implementation. This is not a research review of an experimental design.

The SLC grant is required to have an external program evaluator. The external program evaluator's annual report is a required component of the overall SLC annual performance report to the U.S. Department of Education.

**Ability to Communicate Technical Information to Lay Audiences**
All services require verbal, visual and written skills for communicating technical information to non-technical audiences. Offerors must provide work samples that demonstrate how they communicate about research and evaluation methods and findings in clear, non-technical terms.

**APS Smaller Learning Communities grant goals and implementation strategies**

**Goal 1:** The extent to which an environment is created so that each student is known well by a group of teachers and other adults in the building, etc.

**Implementation Strategies for Goal 1:**

1) Enhance and expand SLCs at all 7 SLC high schools
    a. Freshman and Sophomore Academies
    b. Small teams of teachers
        i. Team consistency from year to year
    c. Master schedules to support SLCs
    d. Monitor student progress
        i. Common assessments

2) Enhance and expand personalization activities
    a. Explore student interests
    b. Incorporate AVID strategies school-wide
    c. Career Academies
    d. Advisory periods/ Advisory teachers
    e. Next Step Plans
    f. Use of short cycle assessments / district benchmark assessments to assess progress
    g. Counselor assignment

3) Increase parent and community engagement in the SLC

4) Teacher collaboration time (for Freshman, Sophomore, and Career Academy teams) built into master schedule

**Goal 2:** The extent to which all students are equipped with the LA, mathematics, and science knowledge and skills they need to succeed in postsecondary education and careers without the need for remediation.

**Implementation Strategies for Goal 2:**

1) Increase by 5% the percentage of students enrolled in and passing AP and dual credit courses each project year
2) Increase by 10% the percentage of students enrolled in a Career Academy with a program of study each project year
3) Decrease by 5% the percentage of students enrolled in remedial courses during their first year of post secondary
4) Increase by 5% the percentage of students who graduate

5) Increase by 5% the percentage of students who are employed or enroll in postsecondary education, apprenticeships, military or advanced training each year
6) Increase by 5% the percentage of students completing community-based learning programs related to the career pathway identified in their Next Step Plans
7) Increase by 5% the percentage of 9th graders and 11th graders passing the reading portion of the state test each project year [note that 9th graders no longer take the state test]
8) Increase by 5% the percentage of 9th graders and 11th graders passing the math portion of the state test each project year [note that 9th graders no longer take the state test]

**Goal 3:** The extent to which students who enter high school with LA or Mathematics skills that are significantly below grade-level "catch up" quickly and attain proficiency by the end of the 10th grade.

**Implementation Strategies:**

**1)** Consistent implementation of academic strategies across all disciplines and grades

**Goal 4:** The extent to which teachers are provided professional development.

**Implementation Strategies:**

1) Participation in professional development
2) Formal sharing of strategies within and across content areas
3) Classroom application of strategies
4) Teacher perception of effectiveness

**Goal 5:** The extent to which participation in AP, dual credit courses, etc. increases.

**Implementation Strategies:**

1) More students will enroll in AVID
2) More students will enroll in AP and dual credit courses.
3) Accuplacer assessment will be made more available to students to help assess student interest for course placement purposes.
4) Many teachers involved in SLC teams will attend PD on pre-AP strategies and tools.
5) All AP classes will be available to students based on self-selection and/or parent request.
6) Counselors will be more proactive in advising students
7) Teachers will encourage students to enroll in AVID/AP/dual credit courses.
8) Student support and tutoring will be available.

**Goal 6:** The extent to which the percentage of students who enter postsecondary education increases.

**Implementation Strategies:**

1) Next Step Plans will be completed for all students.
2) All students in grades 10-12 will complete at least one post-secondary preparation assessment and/or activity each year. These activities can include, but are not limited to, college campus open houses or field trips, guest faculty presentations specific to their pathway, dual credit courses, and NM State Cyber Academy courses.
3) Increase the number of students who prepare for and take college entrance exams.

**4.5 Mandatory Specifications**

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

Site visits to the seven schools that are participating in the grant and reports based upon those site visits will be required. Further details are outlined below.

Data collection methods such as surveys, interview protocols, observation forms, etc. developed for the purpose of conducting this evaluation shall be retained as the intellectual property of Albuquerque Public Schools.

The evaluation will provide timely, regular and useful feedback (specific requirements are outlined below). The program evaluation will assess goals and objectives as stated in the proposal by gathering and analyzing quantitative and qualitative data.

Data will be provided to the evaluator in a summary form. Individual student data will not be provided.

Qualitative data will be collected by the evaluator through focus group interviews, classroom observations, and interviews with key informants.

**Professional Profile**

Offeror must furnish a brief profile of the company or firm to address the following areas:

- training in and commitment to proper adherence to the Family Educational Rights and Privacy Act (FERPA)
- capacity for and experience in multi-school federally-funded Smaller Learning Communities (SLC) grants
- familiarity with AVID

- use of evaluation processes and results/data for program improvement purposes
- pertinent background in practice of Smaller Learning Communities principles and concepts
- pertinent professional relationships and networks, and reputation.

## Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the district.

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

## Specific Activities and Deliverables:

**Table 1: ACTIVITIES**

| Activity | # of schools | Minimum duration | Minimum # days total | Minimum set of actions per school |
|---|---|---|---|---|
| Fall school site visits (October)[1] | 7 | 2 days per school, 8 am – 3 pm | 14 | Meet with principal<br>Meet with Curriculum Assistant Principal<br>Meet with SLC lead teacher<br>Attend teacher collaborations (all grade levels)<br><br>Lead focus group interview with teachers[2]<br>Lead focus group interview with randomly selected students.[2]<br>Observe a minimum of 6 classes[3]<br>Verbal report to principal at end of visit |
| Spring school site visits (March)[1] | 7 | 2 days per school, 8 am – 3 pm | 14 | Meet with principal<br>Meet with Curriculum Assistant Principal<br>Meet with SLC lead teacher<br>Attend teacher collaborations (all grade levels)<br><br>Lead focus group interview with teachers[2]<br>Lead focus group interview with randomly selected students.[2]<br>Observe a minimum of 6 classes[3]<br>Verbal report to principal at end of visit |

| | | | | |
|---|---|---|---|---|
| Monthly phone conference with SLC project director and other attendees as the SLC project director requests | n/a | 90 minutes | n/a | Topics will include:<br><br>Site visits<br>Pre-visit planning (e.g. schedule)<br>Post-visit debrief<br>Annual Report<br>Status updates<br>Discussion following completed report<br>Other agenda items as needed |
| Processing and analysis of teacher surveys (typically 50-100 completed surveys per school) | 7 | | | Process and analyze surveys with comparisons to previous years. |
| Processing and analysis of fall student surveys[4] | 7 | | | Process and analyze fall student surveys with comparisons to previous years. |
| Processing and analysis of spring student surveys[4] | 7 | | | Process and analyze spring student surveys with comparisons to previous years. |

Activities Table:

Note 1: Exact dates will need to be determined through conversations with schools to optimize date selection.

Note 2: The number of teachers and students interviewed will be consistent across all 7 schools, will be predetermined, and will be discussed with the SLC project director prior to site visits. In addition, interview questions will be planned ahead of time and provided to the SLC project director.

Note 3: 1 class from each of the following categories:
- SLC: Freshman or Sophomore Academy
- AVID elective course
- AVID content-trained

remaining 3 from across the following categories:
- AP
- strategy (e.g. TAMS, READ180)
- Science
- Math
- Language Arts
- Career Pathway

Note 4: There are typically between 500-1250 completed student surveys per school per survey administration.

**Table 2: DELIVERABLES**

| Deliverable | Scope | Due | Key elements: | Primary Audience |
|---|---|---|---|---|
| Evaluation Report for inclusion in the required annual report to U.S. Dept of Education | District administration and the 7 SLC high schools | 6 weeks prior to annual report submission deadline (date as determined by the US Dept of Education, Office of SLC Program) | Evaluation of how the district and each school individually met the original grant goals in the format dictated by U.S. Dept of Education | • U.S. Dept of Education<br>• SLC project director<br>• APS associate superintendent for Secondary Education |
| Fall school site visit reports | One report for each of the 7 high schools plus an additional report with a global view of the 7 schools as a group | 3 weeks following site visit | Formative recommendations with specific recommendations from classroom observations | • U.S. Dept of Education<br>• Individual school principals<br>• SLC project director<br>• APS associate superintendent for Secondary Education |
| Spring school site visit reports | One report for each of the 7 high schools plus an additional report with a global view of the 7 schools as a group | 3 weeks following site visit | Recommendations for next school year and beyond with specific recommendations from classroom observations | • U.S. Dept of Education<br>• Individual school principals<br>• SLC project director<br>• APS associate superintendent for Secondary Education |
| Teacher survey results[1] | One report for each of the 7 high schools | 6 weeks following survey results receipt. Survey results typically are received in May. | Comparison with previous years with analysis-driven recommendations included in the narrative | • U.S. Dept of Education<br>• Individual school principals<br>• SLC project director<br>• APS associate superintendent for Secondary Education |
| Fall student survey results[1] | One report for each of the 7 high schools | 6 weeks following survey results receipt. Survey | Comparison with previous years with analysis-driven recommendations | • U.S. Dept of Education<br>• Individual school |

| | | | | |
|---|---|---|---|---|
| | | results typically are received in October. | included in the narrative | principals<br>• SLC project director<br>• APS associate superintendent for Secondary Education |
| Spring student survey results[1] | One report for each of the 7 high schools | 6 weeks following survey results receipt. Survey results typically are received in May. | Comparison with previous years with analysis-driven recommendations included in the narrative | • U.S. Dept of Education<br>• Individual school principals<br>• SLC project director<br>• APS associate superintendent for Secondary Education |

Deliverables Table:

Note 1: The surveys in place for the previous years of the grant will continue to be used to ensure the ability to compare results. Additional questions and/or surveys could be considered as needed.

### 4.5.1 Authority to Provide External Evaluator Services

Offeror must have the legal authority to provide external evaluator services to public school districts in New Mexico as it relates to the needs of this RFP. ***A statement of concurrence required.***

### 4.5.2 Knowledge of Federal, State, and Local Governmental SLC Policies and Procedures

Offeror must have knowledge of federal, state, and local governmental policies and procedures as they relate to Smaller Learning Communities in public high schools. Offeror must submit a detailed narrative describing how they meet this requirement.

### 4.5.3 Ability to Manage External Evaluation Projects of this Scale

Offerors must be able to manage the scale of evaluation projects required by this contract. Offeror must submit a detailed narrative describing how they meet this requirement.

### 4.5.4 Cost

Offerors must indicate, on the Offeror Cost Response Form:

This must be submitted in Binder #2 that is identified with your firm's name and labeled 'COST PROPOSAL'. Specify the hourly rate, exclusive of tax. Note that all invoices must coincide with the rate schedule and listed as a separate item as finally negotiated. All invoices must be submitted every thirty days and will be specific as to the dates and services performed.

APS holds a Class 9 Non-Taxable Transaction Certificate which does not exempt the district from payment of applicable taxes on services. Any pricing structure developed by the potential contractor for purposes of this proposal will be without tax. Tax rates will fluctuate as determined by law and will be added to invoice as a separate item with a grand total clearly set forth. Contractor will be responsible for timely payment of any taxes due as a result of this project.

At time of award, APS will assign a blanket purchase order (BPO) which will accommodate multiple billings during the life of the contract. This BPO number must appear on all invoices.

Local APS travel will not be reimbursed. Offeror is expected to provide his/her own transportation to attend normal business meetings, oral presentations/interviews etc. and carry on the general activity associated with the Scope of Work. Out of town automobile travel specifically required by APS, will be reimbursed at the rate currently in effect for APS employees.

**Any portion of this section pertaining to cost must be submitted in binder #2 marked "COST PROPOSAL" and must be submitted with Proposal.** ***Note: no cost information is to be included in the Offeror's technical proposal.*** **Offers shall use the Cost Proposal Form included in this document. (See Cost Proposal Form, Appendix D.)**

### 4.5.5 Oral Presentation/Interview (if required)

If selected as a finalist, the Offeror shall provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation/interview (if required) at a date, time, and place set by the District Buyer. The proposed on-site External Evaluation Project Manager shall present the Offeror's proposal to the Evaluation Committee.

### 4.5.6. New Mexico Employee Health Coverage Form

The Offeror must agree with the terms, complete, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

### 4.5.7 Campaign Contribution Disclosure Form

Offeror must complete, sign, and include the Campaign Contribution Disclosure Form (Appendix E) with their proposal.

### 4.5.8 Conflict of Interest and Debarment/Suspension Certification Form

Offeror must complete, sign and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix F) with their proposal.

### 4.5.9 Statement of Confidentiality Form

Offeror must complete, sign and include the Statement of Confidentiality (Appendix G) with their proposal.

## 4.6. Desirable Specifications

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

### 4.6.1 Experience of Evaluation Lead and Team Members

Offeror should submit a detailed narrative describing the relevant large district Smaller Learning Communities evaluation experience of their proposed program manager and team members. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows the team is qualified to perform the required work. Offerors should also submit a current resume of their proposed program manager.

The documentation should thoroughly describe how the proposed program manager has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.

### 4.6.2 LEA References for the Evaluation Team

The proposals should include three (3) external references from clients who receive similar services. In addition, two (2) references should be submitted for each proposed subcontractor. References may or may not be reviewed at the discretion of APS.

APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

a. Name of individual or company services were provided for;
b. Address of individual or company;
c. Name of contract person;

d. Telephone number of contract person;
e. E-mail address of contact person;
f. Type of services provided and dates services were provided.

### 4.6.3 LEA References for Evaluation Lead

Two external references should be provided for the proposed program manager. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

a. Name of individual or company services were provided for;
b. Address of individual or company;
c. Name of contract person;
d. Telephone number of contract person;
e. E-mail address of contact person;
**f.** Type of services provided and dates services were provided.

### 4.6.4 Offeror's Rational for Selection

Offeror should describe, in narrative form, why they feel they are the best candidate to perform the work required by this procurement. Supporting data and other supporting materials may be provided as the offeror desires.

### 4.6.5 Specific Knowledge Requirements

The Offeror should specifically address their knowledge in EACH of the following areas:

4.6.5.1 Experience/practical knowledge of large scale SLC projects at both the school district level and the individual school level.

4.6.5.2 Knowledge/ability to communicate and work cooperatively with a large district and multiple school sites in developing a sustainable SLC implementation across multiple school sites, perform data management, and record keeping functions necessary to meet the requirements of this RFP.

### 4.6.6 Project Plan

The offeror should submit, as part of their proposal, a proposed project plan, including schedule and key milestones, describing how they will perform the work required by this contract.

### 4.6.7 Proximity of Albuquerque

4.6.7.1 Offeror must identify the physical location of the office from which proposed services will be provided.

4.6.7.2 Offeror must provide a detailed explanation of how all services will be provided to the SLC program director, principals, or other designees not physically located near the office.

### 4.6.8 Proposed Additional Support Services

Offeror must describe in detail other support services deemed necessary to enhance communication with the Director of Secondary Design and/or designee of Albuquerque Public Schools.

# V. EVALUATION

## 5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposal(s). FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

## 5.1 Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

| | Factor | Points |
|---|---|---|
| 5.2 | **Mandatory Specifications** | |
| 5.2.1. | Authority to Provide External Program Evaluator Services | 0* |
| 5.2.2. | Knowledge of Federal, State, and Local Government Policies and Procedures for SLC Best Practices | 10 |
| 5.2.3. | Ability to Monitor and Evaluate External Evaluator Projects of this scale | 10 |
| 5.2.4. | Cost | 30 |
| 5.2.5. | Oral Presentation/Interview (if required) | 100** |
| 5.2.6. | New Mexico Employees Health Insurance | 0* |
| 5.2.7. | Campaign Contribution Disclosure Form | 0* |
| 5.2.8. | Conflict of Interest and Debarment/Suspension Form | 0* |
| 5.2.9. | Statement of Confidentiality Form | 0* |
| 5.3. | **Desirable Specifications** | |
| 5.3.1. | Experience of evaluation Lead and Team Members in Large Scale SLC Evaluations | 10 |
| 5.3.2. | LEA References for the Evaluation Team | 5 |
| 5.3.3. | LEA References for Evaluation Lead | 5 |
| 5.3.4. | Offerors Rational for Selection | 5 |
| 5.3.5. | Specific Knowledge Requirements | 5 |
| 5.3.6. | Project Plan | 15 |
| 5.3.7. | Proximity of Albuquerque | 0* |
| 5.3.8 | Proposed Additional Support Services | 5 |
| | Total Points without Oral Presentation/Interview | 100** |
| | Total (100 Points with Oral Presentation/Interview if required) | 200 |

* Pass/Fail only. No points assigned. ** If Required. 100 points assigned.

## 5.2 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

### 5.2.1 Authority to Provide External Evaluator Services

Pass/Fail only.

### 5.2.2 Knowledge of Federal, State, and Local Government SLC Policies and Procedures (e.g. FERPA, EDGAR) and SLC best practices

Points will be awarded based on the knowledge indicated in the Offeror's response.

### 5.2.3 Ability to Monitor and Evaluate External Evaluator Projects of this scale

Points will be awarded based on the strength and credibility of the Offeror's response.

### 5.2.4 Cost

The evaluation of each Offeror's proposal cost will be conducted using the following formula:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 30 = \text{Awarded Points}$$

### 5.2.5 Oral Presentation/Interview (if required)

Points for oral presentation/interview will be awarded based upon an evaluation of qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

### 5.2.6 New Mexico Employee Health Coverage

Pass or fail.

### 5.2.7 Campaign Contribution Disclosure Form

Pass or fail.

### 5.2.8 Conflict of Interest and Debarment/Suspension Form

Pass or fail.

### 5.2.9 Statement of Confidentiality Form

Pass or fail.

### 5.3 Desirable Specifications

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

#### 5.3.1 Experience of Evaluation Lead and Team Members

Points will be awarded based on the documented evidence of provision of comparable services and applicability of the Offeror's previous experience as it relates to the needs of the RFP.

#### 5.3.2 LEA References for the Evaluation Team

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the delivery of services, responsiveness to problems and complaints, and the level of satisfaction with the Offeror's overall performance. The Evaluation Committee may call any or all of the references.

#### 5.3.3 LEA References for Evaluation Lead

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the proposed SLC manager's previous work, the timeliness of that work, his or her performance to problems and complaints and the overall level of satisfaction with his or her work. The Evaluation Committee may call any or all of the references.

#### 5.3.4 Offeror's Rational for Selection

Points will be awarded based on the strength, logic and credibility of the response.

#### 5.3.5. Specific Knowledge Requirements

For each sub-area, points will be awarded on the depth of the knowledge indicated in the Offeror's response.

#### 5.3.6 Project Plan

Points will be awarded based upon the thoroughness, quality, efficiency, and validity of approach and perceived likelihood of success of the Offeror's proposed project plan.

Points will be awarded for advantageous timelines, thorough action plan, apparent experience with the assumption of contract process, and anticipated contingency strategies.

### 5.3.7. Proximity of Albuquerque

Pass or Fail

### 5.3.8 Proposed Additional Support Services

Points will be awarded based upon the ability to meet the current and future needs, thoroughness, quality, efficiency, validity of approach and perceived likelihood of success of the Offeror's proposed additional support services.

Points will be awarded based on ability to the meet needs of the Albuquerque Public Schools comprehensive high schools and alternative high schools.

## 5.4 Evaluation Process

Offeror will be evaluated in general compliance with the provisions provided below.

5.4.1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV. Proposals deemed non-responsive will be eliminated from further consideration.

5.4.2 The District Buyer may at her option contact the Offeror for clarification of the response as specified in Section II.

5.4.3 The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.

5.4.4 Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. If required, the responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

5.4.5 The responsible Offeror(s) whose proposal is most advantageous to APS, taking into consideration the evaluation factors in Section V, will be recommended for contract award.

5.4.6 Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

5.4.6.1 Determination of Finalist Offerors

A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate and score the proposals separately. In the event the committee determines oral presentations/interviews are needed, the evaluation points will be utilized to determine the shortlist for evaluations. APS will

notify the shortlist finalists as to the date, time, and place that oral presentations/interviews will be conducted. Offerors that do not make the shortlist will also be notified.

If the evaluation committee determines that oral presentations/interview(s) will be held, the shortlist rankings will be weighted 40% and rankings from the interview will be weighted at 60% in determining final selections. The Offeror(s) with the highest scores will be awarded a contract.

5.4.6.2 Finalist Offerors Oral Presentation/Interviews

A maximum total of 100 points are possible in scoring Finalist Offerors in the oral presentation/interview process. If no oral presentation/interviews are conducted, each Finalist Offeror will not be awarded 100 points. If the Evaluation Committee determines that oral presentations/interview(s) will be held, the initial rankings by the Evaluation Committee will be weighted 40% and rankings from the oral presentation/interview(s) will be weighted 60% in determining the final selection. In the event, a second oral presentation/interview is required, the initial rankings by the Evaluation Committee will be weighted 40% replacing the original cost with the best and final cost and rankings from the oral presentation(s)/interview(s) will averaged and weighted 60% in determining the final selection for a total of 100%. If needed, APS will instruct respondents on the process for a best and final offer.

5.4.6.3 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. (See Section II, paragraph C.)

5.4.6.4 Proposal Evaluation – The Selection Committee will review each Offerors' proposal. Points will be allocated as outlined in Section 5.1. of this RFP by each member of the committee. Each member's point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

5.4.6.5 If fewer than three proposals are received, the Evaluation Committee may recommend award or reissue the RFP.

5.4.6.6 Shortlist ranking are weighted 40% and ranking from the oral presentations/interviews are weighted 60% in determining the final selection. The firm with the highest combined ranking (lowest numerical score) from the shortlist and oral presentation/interview shall be awarded the selection in their proposal.

5.4.6.7 In addition to the individual shortlist ranking, it should be noted here that the cost is also a factor. The formula will be as follows:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 30 \text{ Awarded Points}$$

The Lowest Responsive Offeror's cost will be divided by the Offeror's cost, then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

5.4.6.8 Final Rankings – All committee rankings are public record and will be available for public inspection at APS Procurement Department after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

| Scoring | Numerical Ranking |
|---|---|
| Firm A | Tie ($1^{st} + 2^{nd}/2$ = 1.5) |
| Firm B | Tie ($1^{st} + 2^{nd}/2$ = 1.5) |
| Firm C | 3rd (= 3) |

A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Chairman of the Evaluation Committee.

5.4.6.9 Point Calculations - All calculations of point standings, including any additional or deduction of points to offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

5.4.6.10 Notice of Award – The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee.

## APPENDIX A

### REQUEST FOR PROPOSALS
### ACKNOWLEDGEMENT OF RECEIPT FORM

### RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment J.

The acknowledgement of receipt must be should and returned to the District Buyer no later than close of business on **September 14, 2011**. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Districts written responses to those questions as well as RFP amendments if any are issued. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

**FIRM:**_____

**REPRESENTED BY:**_____

**TITLE:**_____ **PHONE NO.:**_____

**E-MAIL:**_____ **FAX NO.:** _____

**ADDRESS:**_____

**CITY:** _____ **STATE:** _____ **ZIP CODE:**_____

**SIGNATURE:** _____ **DATE:**_____

**This name and address will be used for all correspondence related to the Request for Proposal.**

**Firm does/does not (circle one) intend to respond to this Request for Proposals.**


***Diana M. Jaramillo***
***District Buyer***
***Albuquerque Public Schools***
***6400 Uptown Blvd. NE, Suite 600W***
***Albuquerque, NM 87110***
***Phone number (505) 878.6122***
***Fax number (505) 830.1161***
***E-mail: Jaramillo_d@aps.edu***

## APPENDIX B

### LETTER OF TRANSMITTAL FORM (BINDER #1)

### RFP#12-018DJ- SL EXTERNAL PROGRAM EVALUATOR SERVICES

Item #1 to 4 EACH **MUST** BE RESPONDED TO, Failure to respond to all four items **WILL** RESULT IN THE DISQUALIFICATION OF THE PROPSAL.

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

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

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

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

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

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

4. For the person to be contacted for clarifications:

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

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

_____ _____

Authorized Signature Date

(**Must** be **signed** by the person identified in item #2, above.)

## APPENDIX C

## NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

## RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES

1. For all contracts solicited and awarded on or after September 29, 2011: 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 July 1, 2012 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 July 1, 2012 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 July 1, 2012 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://insurenewmexico.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 D

## COST RESPONSE FORM

## RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES

The Offeror listed below submits the following hourly rate not including New Mexico Gross Receipts Tax for external evaluator services to complete the requirements as outlined in this RFP for the Albuquerque Public Schools Department of Secondary Design. Please identify the Job Title and corresponding rate for individuals assigned to this project.

Points for cost will be determined on the hourly rate for each category.

| | CATEGORY | HOURLY RATE |
|---|---|---|
| 1. | Title:_____ | $_____Hr. |
| 2. | Title:_____ | $_____Hr. |
| 3. | Title:_____ | $_____Hr. |
| 4. | Title:_____ | $_____Hr. |
| 5. | Title:_____ | $_____Hr. |

Additional sheets may be attached.

***Cost Proposal(s )must be submitted in Binder #2 only and identified with the Offeror's name and "COST PROPOSAL". Your proposal may be considered non-responsive if not submitted in a sealed envelope.***

**Offeror Name:**_____

## APPENDIX E

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

## RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES

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

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

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

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the

official to federal, statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

"**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 Title (position) Date

**--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 | Title (position) | Date |

## APPENDIX F

## CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

## RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES

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

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

# DEBARMENT/SUSPENSION STATUS

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

### CERTIFICATION

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

Signature:

_____

Name of Person Signing (typed or printed):

Title:

Date:

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

## APPENDIX G

### DEPARTMENT OF SECONDARY DESIGN
### TERMS AND CONDITIONS
### STATEMENT OF CONFIDENTIALITY

### RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES

The undersigned employee of/subcontractor to _____,hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Albuquerque Public Schools Department of Secondary Design (DOSD) and forever thereafter, to keep confidential all information and material provided by DOSD 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 any client, vendor, or other party transacting business with DOSD, and not to release, use or disclose the same except with the prior written permission of DOSD. This obligation shall survive the termination or cancellation of the Contract between Contractor and DOSD 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 DOSD, or to the owner of such information, inadequately compensable in damages and that, accordingly, DOSD 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.

_____
(Signature)

_____
(Title)

_____
(Date)

**APPENDIX H**

**OFFEROR INFORMATION/SIGNATURE PAGE**

**RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES**

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

## APPENDIX I

### SUBMITTALS CHECK OFF LIST

### RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES

| | Appendix | Binder #1 Yes/No | Binder #2 Yes/No | Signed |
|---|---|---|---|---|
| 1. | Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed) | | X | |
| 2. | Letter of Transmittal Form (Appendix B) | X | X | |
| 3. | New Mexico Employees Health Coverage Form (Appendix C) | | X | |
| 4. | Fee Response Form (Appendix D) | | X | |
| 5. | Campaign Contribution Disclosure Form (Appendix E) | | X | |
| 6. | Conflict of Interest and Debarment Form (Appendix F) | | X | |
| 7. | Statement of Confidentiality Form(Appendix G) | | X | |
| 8. | Offeror Information/Signature Page (Appendix H) | | X | |
| 9. | Submittal Check off List (Appendix I) | | X | |
| 10. | External Evaluator Reporting Methods (Appendix J) | | X | |
| 11. | Addendum(s) (if applicable) **(E-mail replies are unacceptable in this case.)** | | X | |
| 12. | Verified all pages are numbered and included in each individual binder. | X | X | |

**Note: All original appendices must be included in Binder #2 except as noted above. Appendices not included in Binder #1 or #2. RFP will be considered non-responsive and may be rejected.**

**Documents must be in a sealed envelope(s)/box(es) with RFP number, company name, address, city state, ZIP code, and the date and time by proposal due date and time.**

Offeror Company Name

Authorized Printed Name

Authorized Signature

Date

## APPENDIX J

### EXTERNAL EVALUATOR REPORTING METHODS

### RFP#12-018DJ-SL EXTERNAL PROGRAM EVALUATOR SERVICES

Offeror must describe how they will accomplish the following requirements:

- Submit brief monthly update reports showing hours expended per activity category, estimated percent completion per activity/product, and brief narrative descriptions of progress and accomplishments. *Attach a sample report to this Appendix.*
- Offeror must submit to APS all data, raw and summary, that are collected during the reporting period, as well as all instruments and products, in draft or final format. All submissions must be in electronic/digital format except for submissions of raw data when paper was the only mode of data collection or where electronic/digital submission is not appropriate due to confidentiality considerations. *Attach a sample report to this Appendix..*
- APS owns all data gathered and products produced as part of contracted services. By entering into contract with APS, all Contractors agree to abide by APS ownership and confidentiality requirements. A *statement of concurrence must be attached to this Appendix.*
- Contractors may publish and/or otherwise disseminate evaluation results only with prior written permission from APS and inclusion of APS as co-author. Contractors and subcontractors may not use data obtained through this contract for purposes external to this contract. Contractors and subcontractors may not share data and results obtained through contract services without prior written authorization from APS. A *statement of concurrence must be attached to this Appendix.*