



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 19-034 RRR

RFP TITLE: H-VAC

Service and Repair On-Demand

RFP Schedule

Action	Date & Time
RFP Issued	01/22/2019
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	02/13/2019 @ 5:00pm (local time)
RFP Due Date and Time	02/21/2019 @ 3:00pm (local time)
Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Robert Rodarte, CPPO, CPPB
Phone Number	(505)878-6125
E-Mail	Robert.Rodarte@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP Submittal Location

Physical Address (No USPS Mail*) For Walk-in Delivery or Carrier Service (UPS, FedEx, etc.)	USPS Mailing Address Allow 5 additional business days for APS internal delivery
Albuquerque Public Schools ATTN: Procurement Department 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87110	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87124-0704
Ensure that the following bid information is clearly labeled on the sealed package containing the proposal. Please note: if the sealed bid is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: Offeror's Business Name (not an individual's name), RFP Number & Title, RFP Due Date & Time. *APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.	

RFP Term

Per §13-1-154.1 NMSA 1978, one (1) year contract, plus additional one-year extensions, not to exceed a total of three (3) years. Total contract amount not to exceed ten million dollars (\$10,000,000) over the three year period and any one purchase order under the contract may not exceed one million dollars (\$1,000,000).
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PROPOSER'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS.** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal.

Offerors should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.

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

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

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

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

Proposer shall submit one (1) original proposal, six (6) identical copies and one (1) identical electronic copy. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted

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

5. **FORMS AND ATTACHMENTS.** It is the responsibility of every offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Offerors should revisit the website (<http://www.aps.edu/procurement>) then select "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.

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

7. **CORRECTIONS.** Corrections shall be initialed in ink by the person signing the proposal.

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

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

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

9. **DISTRICT DISCRETION:** The District reserves the right in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose non conformity is waived.

The District reserves the right to add to or delete from the Scope of Work set forth in this RFP.

10. **PREFERENCES.** Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

11. **TIMELY SUBMISSIONS.** Proposals must be submitted by the due date and time. Albuquerque Public Schools does not accept proposals electronically, by fax, or email, as a hardcopy with original signature must be submitted.

APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

It is the offeror's responsibility to ensure the proposal arrives before the due date and time. Offerors are cautioned that "late is late". It is the responsibility of the Offerors to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc. Any and all proposals not received by the proposal submission due date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your proposal early.

12. **RFP CANCELLATION OR REJECTION.** This RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

The District reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

13. **RFP OPENING.** Submitted proposals shall not be publicly opened.

Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible offeror submitted responsive proposals with resulting agreements most advantageous and in the best interest of the District.

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 NMSA 1978 13-1-83 and 13-1-85.

14. **NEGOTIATIONS.** The District reserves the right to discontinue negotiations with any selected Offeror.

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

15. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

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

This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.

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

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

17. **APS SCHOOL BOARD APPROVAL.** The award of this contract is not final until approved by the APS School Board.

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

“Agency” shall mean Albuquerque Public Schools (APS)

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

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

“Contractor” shall mean the successful Offeror.

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

“Design Professional” shall mean architect or engineer.

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

“Evaluation Committee” shall mean a body constituted to evaluate proposals and make selection recommendation.

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

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

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

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

“Owner” shall be Albuquerque Public Schools.

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

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

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

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

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The contractor may terminate this contract only if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.
 - B. Termination by the District
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,

ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

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

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

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

General Liability Insurance – per occurrence General Aggregate - \$1,000,000 Product/completed operations aggregate \$1,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

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

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

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

12. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
13. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
16. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

24. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of APS.
26. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.

PROTESTS

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).
3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).
4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 19

SCOPE OF WORK

OVERVIEW

The Albuquerque Public Schools (APS) operates one hundred and forty-four (144) schools serving approximately 84,000 students within the boundaries of Bernalillo County NM.

RFP SCHEDULE

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

SCOPE OF WORK

Albuquerque Public Schools (APS) is requesting competitive sealed proposals with the intent of entering into an indefinite quantity contract with HVAC contractor(s). No minimum amount of work is guaranteed.

The work shall include all costs needed and required to remove and to repair any defective heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new work and systems; and any required maintenance and related work needed for existing HVAC systems.

The work shall include all preparation work needed to properly install new HVAC work or to repair or upgrade the existing HVAC systems. Work to include, but not limited to installation of new or relocation of existing diffusers, grilles and registers; installation of all new or relocation of existing vents, flues, make-up and outside air ducts; installation of new or relocation of existing thermostats; installation of new or relocation of supply and return air ducts; installation of new or relocation of existing thermostats; installation of new or relocation of existing heating and /or cooling units; and similar, related HVAC work. Work to include balancing of HVAC systems, including heat loss/heat gain calculations needed to provide the CFM deliveries for the areas served by the HVAC system. Work to include, but not limited installation, removal and disposal of all filters related to preventative maintenance.

Furnishing of submittal data for any/all new equipment as well as M & O's when either/or are required, and deemed necessary for the facility. Training of APS/M&O site personnel for the proper operation of newly installed equipment and related controls of this equipment will be performed and required for completion. This also applies to any/all control systems pertaining to HVAC equipment. This training will be acceptable to the person in charge of the facility and/or the APS manager in charge of the project.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractors work, to other areas, the contractor will be held responsible for repairing any damage done by his/ her employees, subcontractors and vendors. The Contractor shall restore any damage to existing, adjacent finishes damaged as a result of performing its work.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workman like manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of any construction debris.

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

Quarterly Filter Preventive Maintenance Work

Albuquerque Public Schools performs a Filter PM at all of its facilities every 3 months

This PM is to include:

1. Labor for Filter Replacement on All HVAC Air Delivery Systems. Including Air Handlers, Air Washers, Furnaces, Package Units, VRF Systems, Fan Coil Units and Make up Air Units.
2. Clean/Wash All re-usable Filters
3. Clean/Vacuum inside Equipment Cabinets and Closets as needed
4. Grease All Bearings, Shafts and Motors on All HVAC Equipment including exhaust fans
5. Check all Belts, Adjust or Replace as needed
6. Report any issues with equipment to HVAC Department
7. After PM is completed verify equipment is back in operation and all access doors and panels are secured.
8. Awarded offeror will utilize the designated M & O facilities for the disposal of replacement filters and other related items. There will be no disposal fees as part of this service.

This PM Excludes:

Servicing or repair of HVAC Equipment or Systems

Cost of Filters, Belts or Materials

Assigned personnel: Awarded offeror must provide a listing of staff that will be assigned to perform work under the contract. Awarded offeror must update staff listing as necessary to keep it current.

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

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

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

Licensing Requirements: The successful contractor shall be properly licensed with New Mexico Construction Industries Division and possess a State of New Mexico MM-98 Mechanical Contractors License. Actual work shall be under the supervision of a properly licensed Journeyman. The MM-98 is the mechanical contractor's license, it consist of 4 licenses the MM1, MM2, MM3, & MM4 each covering their own disciplines. In order to do the complete work of mechanical contracting, an Offeror must have all four licenses of the MM98. Journeyman must be licensed in the State of New Mexico and possess a NM Journeyman card that relates to the specific area of work being performed. Apprentice personnel must possess an apprenticeship card.

Codes, Fees, and Permits: All work shall be executed in accordance with the current State of New Mexico Code, local and state ordinances, and regulations governing the particular class of work involved. The contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by APS for these permit fees only. No markup will be allowed on permit reimbursement. Actual copies of the permit charges must be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no mark up. In the event of a conflict between the various codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved and on completion of the work, the final certificates of approval shall be obtained by the contractor and delivered to APS.

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

Procurement of Other Materials: APS reserves the right to procure any materials through normal procurement channels and to furnish such materials to contractor for installation. Materials, so procured shall not be marked up by the contractor in any manner.

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

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

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

Standards: All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances. APS may also have specifications which may apply to any given project. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to the owner. When applicable, APS specifications will be provided by the APS project manager.

Workmanship: All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work. Contractor must be certified by specific manufacturer to maintain, repair, and install HVAC systems.

Supervision: The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. The cost of such a foreman will be considered as a part of the contractor's overhead and may not be billed as a separate charge. If the foreman actually works on the site as a crew member **AND** has the authority to hire and fire personnel, his hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.

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

Protection of Adjacent Surfaces: The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage and shall repair promptly any such damage at his own expense and to the satisfaction of APS.

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

Protection of the Work: The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.

Clean-up: The contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day. Ceiling tiles removed must be put back in place before leaving the area at the end of the business day.

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

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

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

Project Management Software: The successful Offeror shall purchase, at the Offeror's expense, one or more seat licenses for APS's Project Management Software, as needed for the General Contractor. Subcontractors are not required to purchase licenses. APS will provide training on the use of the project management software. Further, the successful Offeror is required to work with APS staff to ensure the all project communication, correspondence, submittals, change orders, pay requests, etc. are submitted, maintained and managed through APS's web-based Project Management Software.

Registration: Pursuant to NMSA 1978 §13-1-105, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) must be registered with the Department of Workforce Solutions, as required by Section 13-4-13.1 NMSA 1978, as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A

bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price. A prime contractor which has included an unregistered subcontractor in its bid may elect to withdraw its bid. If the Bidder fails to notify APS within 4 business days that Bidder has substituted a registered subcontractor for the unregistered subcontractor, Bidder shall be deemed to have withdrawn its bid.

Bonding Requirements: (if applicable) The successful Offeror, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% for any project which exceeds \$25,000.00 (or satisfactory evidence that such bonds will be furnished within seven days). Bond must be satisfactory to APS, executed by a surety company authorized to do business in this state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

The bonds provided to support any contract issued as a result of this solicitation shall protect Albuquerque Public Schools projects only. Any other entities utilizing said contract(s) under the provision of the Procurement Code Section 13-1-129 will need to require separate bonding.

Offerors shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit. Additionally, the Owner will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. The cost of all bonding will be paid by the Offeror and will not be paid by the Owner. These costs are to be included in the Offeror's price proposal.

Wage Information: the following information pertains to wage rates, subcontracting and taxation. Please read carefully:

State Wage Rates: It is the contractor's responsibility to acquaint himself/herself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Department of Workforce Solutions will be paid by the contractor for every job performed under this contract for any project which is greater than \$60,000 on an individual basis. Compliance is a part of this bid. The contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

In the event it is found by the Department of Workforce Solutions, that any laborer or mechanic employed by the contractor or subcontractor on the site of a project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract, APS may, by written notice to the contractor and his subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and APS may prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

Awarded Pricing Agreements: Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed.

Promotional Gifts and Activities: APS Policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contest or other promotional. /advertising activities with vendors or potential vendors in connection with a procurement action.

Completion: Completion times quoted must be accurate. Failure to meet the quoted times may result in

cancellation of contract and an alternate bidder will be assigned at the discretion of APS. Emergency orders may be required.

- a) **Estimates** – Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days. All estimates must include the aps awarded contract number.
- b) **Routine Requests** – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The contractor shall be able to respond to multiple routine requests at any one time.
- c) **Emergency Requests** – The contractor shall be able to provide service 24 hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.

Order Placement: A purchase order will be issued referencing the PA number. Do not accept telephone/facsimile orders from school/departments without prior approval from the Purchasing Department. APS will not pay for unauthorized purchases.

Work Orders: Work performed under this contract is subject to strict APS internal controls. The using departments reserve the right to visit any job site while work is in progress. APS will not necessarily advise contractor prior to these visits.

Scheduling: The contractor shall work with the M&O Mechanical Manager to avoid interference with the instructional program and to protect site occupants by arranging an acceptable work/delivery schedule.

Normal Hours: 7:00 AM – 5:00 PM, Monday through Friday.

After Hours & Weekends: 5:00 PM – 11:59 PM Monday through Friday; 12:00 AM Saturday – 6:

Holidays: Per APS District Calendar

Invoicing Procedures: Itemized invoices, clearly referencing appropriate RFP pricing item number, pricing agreement and work order number, shall be submitted in duplicate to the using department (M&O). Copies of the cover sheet, work order, actual reimbursable invoices, and technician labor breakdown shall be attached to the invoice to substantiate charges for auditor tracking purposes. Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records. Upon request or when changes to staffing occur, a list of technicians and their pay rate shall be submitted to the Mechanical Department for Invoice processing and compliance. **Invoices MUST be submitted weekly and no later than 30 days after Work Order Completion. Invoices requiring corrections must be returned for processing within 10 days of receipt. Failure to do so can result in suspension of future work assignments.**

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

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

EVALUATION CRITERIA

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

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

	Possible Points	Points This RFP
Past Performance	20	
Project Staffing	15	
Management Approach	20	
Health & Safety Plan	10	
PRICING PROPOSAL	35	
Total Points	100	
Interviews (if held)	50	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	10	
Total Possible Awarded Points	100-160	

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

SUBMITTAL REQUIREMENTS

(For ease of evaluation, Proposals should be formatted in the order as listed below)

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

PROPOSAL – DETAILED REQUIREMENTS

1. Proposal Format

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

Proposals shall not exceed 50 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page. Tab 2 and corresponding attachments, table of contents, and tab 6 are not to be counted towards the 50 page maximum total. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles:

- Tab 1 – Letter of Submittal
- Tab 2 – Past Performance
- Tab 3 – Project Staffing
- Tab 4 – Management Plan
- Tab 5 – Health and Safety
- Tab 6 – Price Proposal
- Tab 7– Required Forms

Any response that exceeds the referenced page limitation shall have a deduction of 10 points taken from each evaluation committee member’s Technical Proposal score. If there are any questions regarding format requirements, please contact the APS Procurement Buyer prior to submission of Documents.

2. Tabs/Evaluation Categories:

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 7 as shown below. Pages within each Tab shall be numbered consecutively.

TAB 1 - LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter.

TAB 2 – PAST PERFORMANCE

Provide the following information:

- a. Provide detailed information regarding HVAC maintenance/repair service contracts that your company has currently or in the past with government entities or private entities that are similar to requested scope of work. (Minimum 3), include contact name, email and phone number.
- b. Include information on services provided, number of staffing assigned to contract, best practices related to contract.

TAB 3 – PROJECT STAFFING

Provide the following information:

- a. Brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.
- b. Provide an organization chart of your organization including key positions that will be assigned to this contract.

TAB 4 – MANAGEMENT PLAN

Provide the following information:

- a. Describe how work orders will be organized, managed, and administered to meet the requirements of the RFP.
- b. Describe the technical approach to work orders that is intended to ensure that work orders are executed within cost, schedule, and quality.
- c. Describe how you will ensure that administration of invoices will be submitted accurately and timely.

TAB 5 – HEALTH AND SAFETY

Provide the following information:

- a. Provide a summary description of the Contractor’s Health and Safety management system. (One copy only of the full Contractor’s written Safety Plan)
- b. Identify the competent person responsible for, and capable of, implementing the safety and health program/plan.
- c. Address project specific health and safety risks that have been identified by the RFP and additional risks that the Offeror’s team has identified. Describe processes to minimize risk and to ensure that health and safety issues are clearly communicated with the contractors, subs, and the owner.

Detailed Scoring Guidelines for “Health and Safety” criterion:

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

Statement of Qualifications for General Contractors

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

Total Possible Points **10.0**

PRICE PROPOSAL –DETAILED REQUIREMENTS

Tab 6 - PRICE PROPOSAL FORM:

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

NOTARIZED DECLARATION LETTER FROM SURETY:

The Offeror will provide, with the price proposal, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain a Performance Bond, and a Labor and Materials Payment Bonds if required for assigned job.

CERTIFICATE OF INSURANCE:

Offeror shall provide a Certificate of Insurance that meets the requirements listed in RFP.

TAB 7 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:

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

1. To receive a resident business preference, a business or contractor shall submit with its proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
2. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
3. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The form is included in this RFP. 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.

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

Offeror shall include form in their proposal.

OFFEROR'S CONTRACTOR'S LICENSE(S)

Offeror shall provide a photocopy of their Contractor's License

STATEMENT OF CONFIDENTIALITY

Offeror shall include form in their proposal.

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM

Submit with your proposal

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

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

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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



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

PRICE PROPOSAL FORM

OFFEROR'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

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

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

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

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

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

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

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

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

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

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Fax: _____ Email: _____

Affix Corporate Seal if proposal is by Corporation)

LABOR PRICING

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

NOTE: Complete labor quotations for all job classifications to be utilize during the life of the contract to ensure that APS is charged for the actual needed job level(s). Evaluation will be based on comparison and verification of submitted information.

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

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the APS Project Manager or designee. Define in the provided space, your company's policy on overtime payment (over 40 hours, over 8 hours, etc.)

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

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

LABOR RATES

These rates should be fully loaded to include administration, overhead and profit.

Position	Hours	Hourly Rate
(A)Journeyman	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	
(B)Apprentice	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	
©Laborer	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	
Quarterly Filter Preventive Maintenance	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$

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

<p>Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.</p>				
<p>The values in the table shall be used to reimburse contractors for administration fees of obtaining parts and materials that are not obtained from APS Warehouse or APS approved vendors on contract. The parts and materials obtained from APS Warehouse or APS approved vendors on contract are not eligible for the fixed fee. Contractor shall provide one invoice per completion of work order to calculate fixed fee.</p>				
<p>Dollar Amount Estimated Materials and Parts Costs</p>				<p>Fixed Fee (Expressed in Dollar Amount)</p>
11	\$1.00	-	\$100.00	No markup will be allowed
12	\$101.00	-	\$200.00	\$20.00
13	\$201.00	-	\$300.00	\$30.00
14	\$301.00	-	\$400.00	\$40.00
15	\$401.00	-	\$500.00	\$50.00
16	\$501.00	-	\$600.00	\$60.00
17	\$601.00	-	\$700.00	\$70.00
18	\$701.00	-	\$800.00	\$80.00
19	\$801.00	-	\$900.00	\$90.00
20	\$901.00	and over		\$100.00 maximum

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

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

STATEMENT OF SPECIALIZED EQUIPMENT

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

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

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

“Pendency of the procurement 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) _____

Signature Date

Title (position)

– OR –

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

Signature Date

Title (position) Offeror Business Name



CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

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

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST 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: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____



**ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY**

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

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



Signature

Title

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

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

- Letter of transmittal, **SIGNED**
- Evaluation Criteria Documentation (Past Performance, Project Staffing, Management Plan, Health & Safety)
- Price Proposal Form
- Labor Pricing
- Labor Rates
- Statement of Specialized Equipment
- Contractor License
- Surety letter
- Certificate of Insurance
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate – if applicable
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

- The following RFP information must be clearly labeled on the **outer envelope of your sealed proposal.**
Please note: If you put your sealed proposal inside a FedEx, UPS, etc. envelope, all of this information must also be written and visible on the outermost envelope of your sealed proposal:
 - Offeror's Business Name** (not an individual's name)
 - RFP Number & Title
 - RFP Due Date & Time
 - Proper Delivery Address (see cover page)

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