ALBUQUERQUE PUBLIC SCHOOLS

REQUEST FOR PROPOSALS
FOR CONSTRUCTION

RFP NUMBER: 20-037-RRR
Lavaland Elementary Phase 1 Campus Reconstruction

APS PROJECT NO. 508

CAPITAL OPERATIONS
FACILITIES, DESIGN & CONSTRUCTION
&
THE PROCUREMENT DEPARTMENT

6400 UPTOWN BLVD. NE, SUITE 500E
ALBUQUERQUE, NM 87110

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I. OVERVIEW OF RFP & PROJECT

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Albuquerque Public Schools (APS) is requesting competitive sealed proposals with the intent of entering into a contract with a general contractor for the purpose of providing the construction services for the project identified in this Request for Proposals (RFP). Any contract awarded as a result of this solicitation will be in effect from date of award until the completion of the project.

All potential Offerors are to read, understand and accept the requirements of this RFP, especially the **mandatory requirements**, shall visit the site of work, shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the appropriate contact listed herein and the necessary changes shall be accomplished by addendum.

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

The award of a contract for construction shall take into consideration certain contractor qualifications and performance factors that add value to a procurement contract. Factors such as contractor's past performance, technical expertise and experience, management capabilities and resources, subcontractor teams and craft personnel resources will form a basis for the criteria to be considered, in addition to the lump sum price to perform the scope of work. Award shall be made in accordance with the terms, conditions, and requirements stated herein.

B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS

APS is the one of the nation's largest school district covering a 1,200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board governs the district. APS maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms, and administrative offices. The district strives to keep pace with Albuquerque's growth. The approximately 75,000 APS students plus 5,000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions, and new schools.

C. PROJECT DESCRIPTION

The project is described as: Phase 1 of Campus Reconstruction, consisting of: a new building of approximately 28,753 SF of floor area (partly one-story and partly two-story) to house administration, gymnasium, library, cafeteria, kitchen, art/music classroom, ancillary support spaces, and related site work at Lavaland Elementary School in Albuquerque, New Mexico. Project scope also includes the demolition of existing cafeteria, library, gym, administration/classroom wing, and related site demolition.

D. PROJECT FUNDING

APS has funds to administer this project and will be referred to throughout the contract documents as the "Owner".

E. 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 the APS Staff Architect and the Design Professional to ensure that all project communication, correspondence, submittals, change orders, pay requests, etc. are submitted, maintained, and managed through APS's web-based Project Management Software.

The current project management software APS utilizes is e-Builder.

F. NEW MEXICO PREVAILING WAGE RATES

All work covered by this RFP shall be in accordance with applicable state laws and, if price proposal amount is $60,000 or greater, is subject to the minimum wage rate determination issued by the office of the NM Workforce Solutions Department and included in the project manual. This determination will become part of the contract by reference and must be posted, per State of New Mexico statues, in a conspicuous place at the General Contractor's place of business. It is the General Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the General Contractor will not relieve the General Contractor from becoming aware of or complying with such determinations.

G. PERMITS, PLAN CHECKING FEES, OTHER CHARGES

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

H. APS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

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

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF SELECTION PROCESS EVENTS

	Event	Responsible Party	Date	Location
1.	Publish RFP	APS Procurement & Design Professional	May 11, 2020	Public Advertisement; Web Advertisement; Academy Reprographics
2.	**Mandatory Pre-Proposal Conference**	**FD&C, Design Professional, APS Procurement**	**May 19, 2020 10:00 AM**	**Virtual "Google Hangouts" meeting, see link on following page**
3.	Submission of Requests for Prior Approval of Product Substitutions	Potential Offerors	May 27, 2020 3:00 PM deadline	Sent to Design Professional
4.	Submission of Written Questions	Potential Offerors	May 29, 2020 3:00 PM deadline	Sent to Design Professional or APS Procurement
5.	Release of Last Addendum	FD&C, Design Professional, APS Procurement	June 5, 2020 2:00 PM deadline	Web Advertisement; Academy Reprographics
6.	**Submission of Price Proposal – Volume I**	**Offerors**	**June 10, 2020 3:00 PM deadline**	**APS Procurement 6400 Uptown Blvd. NE Suite 500E Albuquerque, NM 87110**
7.	**Submission of Technical Proposal – Volume II**	**Offerors**	**June 11, 2020 3:00 PM deadline**	**APS Procurement 6400 Uptown Blvd. NE Suite 500E Albuquerque, NM 87110**
8.	Proposal Evaluation	APS Procurement, Evaluation Committee	TBD	TBD
9.	Professional Courtesy Letter	APS Procurement	TBD	APS
10.	Contract Negotiations	FD&C, APS Procurement	TBD	APS
11.	**APS Board Approval**	**FD&C, APS Procurement**	**TBD**	**APS Board Meeting**
12.	**Notice of Award**	**FD&C, APS Procurement**	**TBD**	**APS**

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

EXPLANATION OF SELECTION PROCESS EVENTS

1. ISSUE RFP & CONSTRUCTION DOCUMENTS MADE AVAILABLE TO POTENTIAL OFFERORS

This RFP is issued by APS in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978.

The RFP documents consist of all the documents listed in the Table of Contents and all documents incorporated in this RFP by reference, including the complete Project Manual, Technical Specifications, and Construction Drawings.

Proposal Documents (RFP, construction drawings, specifications, etc.) may be obtained at Academy Reprographics upon payment of **$200.00** for each complete set. CHECKS SHOULD BE MADE PAYABLE TO ALBUQUERQUE PUBLIC SCHOOLS. Incomplete sets will not be issued. A compact disc containing the RFP documents only is available for a fee of ten dollars ($10) at Academy Reprographics. The successful Offeror will receive a refund of his deposit, and any unsuccessful Offeror who returns the Proposal Documents in good and complete condition within fifteen (15) days of the Proposal Opening will also receive a refund of this deposit. No deposits will be returned after the fifteen-day period.

RFP & Construction Documents may be reviewed at the following locations:

Design Professional of Record: **Baker Architecture + Design, P.C.**
505 Central Avenue NW, Suite E
Albuquerque, NM 87102
505-254-4697

1. Dodge Reports, Telephone: (505) 565-2440
2. Construction Reporter, 1609 2nd St. NW, Albuquerque, NM 87102, Telephone: (505) 243-9793
3. Academy Reprographics, website: www.academyplans.com, Telephone: (505) 821-6666

2. MANDATORY PRE-PROPOSAL CONFERENCE

Attendance at the pre-proposal meeting is mandatory. The pre-proposal meeting will be conducted May 19, 2020 at 10:00 AM as a virtual Google Hangouts meeting. All prime contractors who intend to submit a proposal for this project, must attend this meeting.

The meeting link, and alternative dial-in telephone number, are as follow:

https://meet.google.com/pgp-qojv-qet

Or dial: +1 502-791-5531 PIN: 826 616 953#

Beginning at 9:30 AM, APS Construction Manager Chris Jiron will be present at the meeting link and via phone at (505) 453-0824 to assist with any technical issues accessing and operating Google Hangouts.

This meeting provides potential Offerors an opportunity to request clarification about the procurement process and discuss the intent of the project with FD&C and the user. A representative from each interested prime contractor is required to attend. Subcontractors and suppliers are invited to attend this meeting but it is not mandatory for them.

THE PRIME CONTRACTOR'S ABSENCE FROM THE MANDATORY PRE-PROPOSAL MEETING PRECLUDES PARTICIPATIONS AS AN OFFEROR ON THIS PROJECT.

During the meeting a presentation will be made to describe the overall scope of work and intended schedule. In addition to attending the pre-proposal meeting, Prospective Offerors shall visit the site, which they can view from all sides from the public sidewalks, and understand the local conditions and restrictions under which the work will be performed.

3. SUBMISSION REQUESTS FOR PRIOR APPROVAL OF PRODUCT SUBSTITUTIONS
Requests for prior approval of product substitutions shall follow the requirements of Project Manual Section 01 6300-1 Product Substitution Procedures, including submitting the Prior Approval Substitution Request Form 01 6310-1. The deadline for requests is set at least 10 calendar days prior to the Proposal Submission date to allow the Design Professional to evaluate the request and respond in an addendum.

4. SUBMISSION OF WRITTEN QUESTIONS
This deadline for the submission of written questions is set at least 7 calendar days prior to the Proposal Submission to allow the APS Procurement Contact and the Design Professional to respond in an addendum.

All questions, both those regarding the selection process and those regarding technical construction issues, shall be submitted in writing to the Design Professional, who will route them to the APS Procurement Contact or APS FD&C as required. Responses to all questions will be incorporated into an addendum issued subsequently by the Design Professional.

Design Professional:	Tomas Sanchez, RA Baker Architecture + Design, P.C. 505 Central Avenue NW, Suite E Albuquerque, NM 87102 Telephone: 505-254-4697 E-mail: sanchez@bakerad.com
APS Procurement Contact:	Robert Rodarte, CPPO, CPPB APS Senior Construction Buyer 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87125 Telephone: 505-878-6125 E-mail: robert.rodarte@aps.edu

5. LAST ADDENDUM PRIOR TO SUBMISSION OF PROPOSALS
This is the deadline by which the Design Professional must issue all addenda for the project so that Offerors have time to finalize their proposals, and is set at least 4 calendar days prior to the Proposal Submission. The only exception to this deadline is the issuance of an addendum that postpones the date for the Submission of Proposals.

By this deadline, the Design Professional (in consultation with APS Procurement and FD&C) shall have responded by addendum to all properly submitted Request for Prior Approval of Product Substitutions and all properly submitted written questions.

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

6. SUBMISSION OF PRICE PROPOSALS, AND

7. SUBMISSION OF TECHNICAL PROPOSALS

Receipts of Proposals:

Each proposal will consist of Volume I – Price Proposal (one original) and Volume II – Technical Proposal (one original plus five copies). These two volumes shall be submitted in two separate sealed envelopes or packages. Clearly label each envelope or package with the RFP number, volume number & name, Offeror's name, address, and date of submittal.

Deliver Proposals to:
Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE
Suite 500E
Albuquerque, NM 87110

For US Postal Service:
Albuquerque Public Schools
Procurement Department
P.O. Box 25704
Albuquerque, NM 87125-0704

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

Proposals may be hand carried/delivered or shipped/mailed by common carrier, courier of the US Postal Service. **No other method of delivery will be allowed (i.e., telephone, telegraphic, facsimile, e-mail, etc.).**

8. PROPOSAL EVALUATION

The Evaluation Committee will meet and review all proposals.

9. PROFESSIONAL COURTESY LETTER

APS may send a Courtesy Letter to all Offerors stating which Offeror is being recommended to the Board of Education.

10. CONTRACT NEGOTIATIONS

The Owner reserves the right to enter into negotiations with apparent successful Offeror per 13-1-115 NMSA 1978.

11. APS BOARD APPROVAL

The successful Offeror shall be recommended to the Board of Education for their approval.

12. NOTICE OF AWARD

APS may send a Notice of Award to the selected Offeror.

B. STANDARD CONDITIONS GOVERNING THE PROCUREMENT

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

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

1. PROTESTS

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

Rennette Apodaca, MPA, CPPO
Executive Director - Procurement
6400 Uptown Blvd. NE, Suite 500E
P.O. Box 25704
Albuquerque, NM 87125

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

2. INCURRING COST

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

3. THIRD-PARTY OR SUBCONTRACTING GC CONTRACT RESPONSIBILITIES

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

4. AMENDMENTS OR MODIFICATIONS TO A PROPOSAL BY OFFEROR

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

5. OFFEROR'S RIGHTS TO WITHDRAW PROPOSAL

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

6. DISCLOSURE OF PROPOSAL CONTENTS

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

7. CONFIDENTIAL DATA

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

8. TERMINATION OF RFP

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

9. SUFFICIENT APPROPRIATION

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

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

10. OFFEROR QUALIFICATIONS

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

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

11. RIGHT TO WAIVE TECHNICAL IRREGULARITIES

APS reserves the right to waive technical irregularities, (see "Technical Irregularities" in the Definitions and Terminology section below). APS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement.

12. POTENTIAL CIVIL AND CRIMINAL PENALTIES

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

13. RELEASE OF INFORMATION

Only the Owner and the Design Professional when acting as the Owner's representative, are authorized to release information about the project(s) covered by this RFP. The Offeror must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

14. CLARIFICATIONS FROM OFFERORS

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

15. LICENSING REQUIREMENTS

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

16. SUBCONTRACTORS

The Subcontractors Fair Practices Act applies to this procurement. Therefore, any request for substitution on the part of the Owner or the Offeror shall comply with this section.

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

17. OBJECTION TO PRE-LISTED SUBCONTRACTORS

Prior to the award of the Contract, the Design Professional will notify the Offeror, in writing, if either the Owner or the Design Professional, after due investigation, has reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Offer may, at their option, (1) withdraw their proposal, or (2) submit an acceptable substitute subcontractor with no increase in the proposal price. In the event of withdrawal under this paragraph, Bid Security will not be forfeited, notwithstanding anything to the contrary elsewhere in this RFP.

18. NON-CONFORMING PROPOSALS

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

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

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

C. DEFINITIONS AND TERMINOLOGY

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

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

"Architect": shall mean a member of the project team who is a New Mexico licensed architect and is responsible for the architectural services.

"Award of Contract": shall mean a formal written notice by APS that a firm has been selected to enter into negotiations for a contract for construction services.

"Construction Contractor": shall mean the successful Offeror awarded the contract that holds a current State of New Mexico general contractor license designation of GB-98

"Contract": shall mean an agreement between APS and a New Mexico licensed contractor for the work covered by this RFP.

"Contract Documents": shall mean any one or combination of the following documents: RFP, Addenda, Agreement between the Owner and the General Contractor for Construction, General Conditions of the Contract for Construction, and the drawings and specifications.

"Design Professional": shall mean an architect or engineer

"Determination": shall mean the written documentation of a decision made the APS Procurement Department including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Engineer": shall mean a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

"Evaluation Committee": shall mean a body constituted to evaluation proposals and make a selection recommendation.

"Facilities, Design & Construction": shall mean a department of APS requesting proposals for the work covered by this RFP. (Also called **"FD&C"**)

"Firm": shall mean the company or other business entity referenced for the purpose of identifying, individually or collectively, a general contractor, a prime contractor, or a subcontractor of any tier, whether basic trade subcontractor, subcontractor, or other.

"General Provisions": shall mean the terms **"can", "may", "should", "preferable",** or **"prefers"** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Offeror's proposal.

"LEED®" (Leadership in Energy and Environmental Design): shall mean the Green Building Rating System™ that is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings, created and administered by the U.S. Green Building Council.

"Mandatory Requirements": shall mean the terms **"must", "shall", "will", "is required",** or **"are required"** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor may result in the rejection of the Offeror's proposal. Rejection of the proposal will be subject to review by the APS Procurement Department and a final decision on rejection will be made by the APS Procurement Director.

"Offeror": shall mean any person, corporation, or partnership who chooses to submit a proposal in response to this RFP, with the intent of providing construction services for this project.

"Owner": shall mean APS

"Owner's Project Team": shall mean FD&C and others in the APS District, FD&C Construction Staff Architect, Construction Manager, representatives of the school or district facility, and the Design Professional's design team.

"Pre-Listed Subcontractors": shall mean subcontractors, of any tier, that the Offeror is required to list, at the time they submit their proposal in response to this RFP.

"Prime Contractor": shall mean the New Mexico licensed contractor selected for this project.

"Project Design Team or Contract Architect or Engineer Design Team": shall mean all members of the Design Professional's firm, including its consultants who are responsible for the design of and who will be participating in the construction and completion of the project.

"Proposal": shall mean the Offeror's response to this RFP.

"Request for Proposals": shall mean this document, any attachments incorporated by reference, and any addenda issued for use in soliciting proposals for construction of this project. (Also called **"RFP"**)

"Resident Business" or "Resident Contractor" or "Veteran Resident Contractor": shall mean an entity that has applied for and received a valid resident preference certificate issued by the New Mexico Taxation and Revenue department pursuant to 13-1-21 or 13-1-22 NMSA 1978.

"RFP Documents": shall mean any on or any combination of the following documents: RFP, technical proposal, price proposal, financial proposal, contractor's qualifications statement, and subcontractor's qualifications statement, contracts or agreements.

"Responsive Offer" or "Responsive Proposal": shall mean an offer or proposal which conforms in all material respects to the requirements set forth in the RFP as determined by the APS Procurement Department. Material respects of an RFP include, but are not limited to, quality, quantity or delivery requirements.

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

"Staff Architect" or "Construction Manager": shall mean the person designated as the point of contact by FD&C to act on its behalf, concerning the scope of work and requirements of the contract documents for the project.

"Statement of Qualifications Forms": shall mean the forms included as part of this RFP, which all Offerors shall complete, including the qualifications for the team member or partners and subcontractor proposed for the project.

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

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

"User": shall mean the school or district staff occupying the facility for which a project is being designed.

"User Contact": shall mean the person designated by the district to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

III. CONTRACTUAL AGREEMENT AND BONDS

1. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The agreement for the work shall be the most current version of the APS Standard Form of Agreement between the Owner and Contractor and the most current version of the General Conditions with the basis of payment as a stipulated sum. The most current version of all aforementioned documents are printed in their entirety in the Project Manual and is also available on the APS FD&C website at http://www.apsfacilities.org/facilities under "Contracts".

2. COMPLETION TIME AND LIQUIDATED DAMAGES

The Project Proposal Documents contain a time for completion of the work and impose liquidated damages for failure to complete the work within the stated time period. These items are stated in Appendix D, Proposal for Lump Sum Contract.

3. TIME OF DELIVERY AND FORM OF BONDS

a. The Offeror will, prior to award of contract/commencement of work, furnish a 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico. The amount of the Bonds shall be the proposal price exclusive of gross receipts tax.

b. Refer to Document #00 6000-1 – Bonds and Insurance, included in the Project Manual.

c. The bonds will be written on the AIA Document A312, Performance Bond and Labor and Materials Payment Bond.

d. The AIA A312 1984 Labor and Materials Payment Bond shall be in effect, limit the time line Surety has to respond. Bond shall be modified as follows:

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

4. SUBCONTRACTOR BONDING

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

IV. PROPOSAL RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF PROPOSALS

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

Volume I – Price Proposal
Volume II – Technical Proposal

Each volume has its own deadline for submission. Volume I on one day, and Volume II on the following day. Of course, the Offeror may choose to meet these deadlines by submitting both volumes at the same time by the deadline for Volume I. Only one (1) complete original proposal may be submitted by each Offeror for this project.

B. SUBMISSION OF PRICE PROPOSAL – VOLUME I

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

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

___ Item 1 **Price Proposal Form**

1. Price Proposals shall be presented in the form of a total Base Bid under a Lump Sum Contract (using the Price Proposal Form provided in the Project Manual) plus any additive or deductive alternates selected by the Owner per Allowances (Section 01 2100) and Alternates (Section 01 2300). A proposal must be submitted on all proposal items, allowances and alternates; segregated or partial proposals will not be accepted.
2. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form.
3. Proposal price shall not include gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by the Owner.
4. If a joint proposal is being submitted, be sure to state the percentage of the work/services to be executed by each proposing firm, based on the dollar amount of the fee proposed in the Price Proposal, so that the resident contractor preference or veteran resident contractor preference can be applied in proportion to the value of the work being performed by each contractor.

___ Item 2 **Proposal Security** (Bond or Cash)**, Agent's Affidavit**

Proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of the total price proposal, or the equivalent in cash by means of a cashier's check, or in a form satisfactory to the Owner must accompany the Offeror's price proposal.

___ Item 3 **Notarized Declaration Letter from Surety**

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

___ Item 4 **Certificate of Insurance**

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

___ Item 5 **Subcontractors Listing Forms (including (1) Subcontractor Listing Requirements and Assignment of Antitrust Claims Form & (2) Form 00 4334)**

This RFP includes two Subcontractor Listing Forms, each with its own value threshold and separate meaning.

Subcontractor Listing Form 1:

The "Combined List of Subcontractors and Assignment of Anti-Trust Claims" is included as Appendix C and must be completed an included in both the Price Proposal & the Technical Proposal. The Offeror shall provide a list of all subcontractors that will perform work on the project above the threshold indicated on the List of Subcontractors. The Offeror and their subcontractors and suppliers, at the time the Agreement between the Owner and Contractor is signed, shall complete the Assignment of Antitrust Claims Form.

Subcontractor Listing Form 2:

The "Listing Form 00 4334 for Submission of Subcontractor Qualifications Questionnaires" is included as Appendix I and must be computed and included in both the Price Proposal & the Technical Proposal. For each subcontractor that meets one or both of the following criteria: (NOTE: Only the Form 00 4334 should be included in both proposals, the Statement of Subcontractor Qualifications and necessary attachments only need to be included in the Technical Proposal.)

1. Where the value of the subcontract is fifty thousand dollars ($50,000) or five percent (5%) of the estimate, whichever is greater.
2. The subcontractor performing the trades listed below, regardless of the value of the subcontract (If the Offeror is to self-perform the work, then the Offeror is to complete the forms.):
    - Installation of ACM Panels

NOTE: For both Subcontractor Listings, the Offeror may not change any of the firms listed without the Owner's consent. The Owner will consider any request for a change in the listed firms in conformance with the New Mexico "Subcontractors Fair Practices Act" (13-4-31 through 13-4-43 NMSA 1978).

___ Item 6 **Resident Contractor (or Veteran Resident Contractor) Preference Certificate**

It will be the sole responsibility of any Potential Offeror claiming a Resident Contractor Preference or Veterans Resident Contractor Preference to apply to the State of New Mexico Taxation & Revenue Department 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 qualifications 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 bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation & Revenue Department. When a public body awards a contract using a formal RFP process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
2. To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation & Revenue Department. Through either an RFP process or an ITB process, the qualified veteran resident contractor shall receive 10% preference if their annual revenues are less than $3,000,000. The preference is limited in any calendar year to an aggregate of $10,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any additional documentation required to validate the percentage of preference to be awarded.
3. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
4. 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 join bid or proposal.

___ Item 7 **Campaign Contribution Disclosure Form**
The blank form is included in an Appendix of this RFP. This form must be filed by a prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

___ Item 8 **Conflict of Interest and Debarment/Suspension Certification Form**
Each Offeror shall complete this form (which is provided in the Appendix of this RFP) and include it in their proposal.

___ Item 9 **Contractor's State of New Mexico W-9 Form**
Each Offeror shall complete and provide a State of New Mexico W-9 Form.

___ Item 10 **Offeror's Contractor's License(s)**
Each Offeror shall provide a photocopy of their Contractor's License(s).

C. SUBMISSION OF TECHNICAL PROPOSALS – VOLUME II

Proposals shall be submitted in a spiral or three-ring binder. Page format shall be 8-1/2" x 11" with foldout sheets (if any) allowed up to 11" x 17" in size. Foldout pages shall be counted as two pages **and shall be numbered as such**. Text size will be no small than 10 point. **No information shall be submitted on electronic media that is not also printed as part of the technical proposal.**

Proposals shall not exceed 30 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page. Tab 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 4 – Past Performance
Tab 5 – Project Staffing
Tab 6 – Management Plan
Tab 7 – Health and Safety
Tab 8 – New Mexico Produced Work

Any response that exceed the referenced page limitation shall be considered non-responsive and will not be considered for evaluation. If there are any questions regarding format requirements, please contact the APS Procurement Contact prior to submission of documents.

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 8, as shown below. Within Tab 3, provide sub-tabs to separate and label each Subcontractor's Statement of Qualifications. Pages within each tab shall be numbered consecutively.

By the date and time of Submission of Technical Proposals, Offeror shall submit one (1) original, plus six (6) identical copies and one (1) digital copy on a flash drive each of the following documents:

___ Tab 1 **Letter of Submittal**

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

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

___ Tab 2 **General Contractor Statement of Qualifications and Attachments**

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

NOTE: Offeror should submit only one (1) copy of Attachment F – Firm's Written Safety Plan, bound separately from the rest of the Technical Proposal.

___ Tab 3 **Subcontractors Listing Forms (including (1) Subcontractor Listing Requirements and Assignment of Antitrust Claims Form & (2) Form 00 4334) & Subcontractor Statement of Qualifications**

See Section IV. Proposal Response Format, B. Submission of Price Proposal, Item 5. A duplicate of those forms should be provided here in the Technical Proposal.

Additionally, completely fill out the Subcontractor Statement of Qualifications form (See Appendix for form) and its associate attachments, providing all requested information for each subcontractor that is listed on Form 00 4334.

___ Tab 4 **Past Performance**

Provide the following information:

a. Past performance summary and past capability to meet schedules, meet budgets and meet project administration requirements for comparable projects.
   Specifically, in the last five (5) projects you have completed for APS (or similar organizations), please answer the following:
   1. Was the project completed early? If yes, how was that accomplished?
   2. Was the project completed late? If yes, how many days and why?
   3. How many days after Substantial Completion were required to complete the punch list items?
   4. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
   5. Were there any outstanding issues remaining after the warranty inspection?
   6. Did your firm refuse to do any additional work requested by the owner? If yes, why?
   7. What was your company's process for vetting the pricing from your subcontractors and suppliers on change orders in order to ensure fair pricing to the owner?
   8. What was the dollar threshold below which your firm absorbed additional cost changes in order to avoid disproportionate administrative costs for all parties? Give examples of the changes on this project for which your firm absorbed the costs.
b. Describe the role of each teaming partner on the contract.
c. Evidence of past performance quality and overall customer satisfaction
d. Record of compliance with applicable laws and regulations on past projects.
e. Past record of achievement of health and safety targets.
f. Firm's experience in delivering LEED-rated or equivalent green/sustainable buildings.

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

___ Tab 5 **Project Staffing**

Provide the following:

a. Brief resume (to include: education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.
b. Address the extent to which key personnel have worked together as a team on projects of similar or greater magnitude and on projects of the same nature. To this end, provide a matrix that lists key staff members' names across the top of the matrix and lists past projects down the side of the matrix. The project list should begin with all of the projects that appear in item 3a. Of the General Contractor's Statement of Qualifications. The project list may also include up to five (5) additional projects that demonstrate how the key personnel have worked together as a team. At each intersection within the field of the matrix, list the role that the person filled on that particular project (such as Project Manager, Site Superintendent, Safety Manager, QA/QC Manager, Estimator, etc.)
c. Describe Contractor's and subcontractors' participation in skill training.
d. Address reliable staffing sources/project staffing.

___ Tab 6 **Management Plan**

Provide the following:

a. Management Team: provide an organizational chart of the Management Team and address how critical subcontractors were selected and will be managed.
b. Describe how the construction will be organized, managed, and administered to meet the project requirements, including security and safety controls, staging areas, delivery routes, crane locations, and interfaces required at the site with the using agency.
c. Describe the technical approach to the project that is intended to ensure that tasks are executed within cost, schedule, and quality goals.
d. Address protocol to support optimization of sustainability principles and achievement of LEED certification.
e. Provide proposed project schedule. Indicate critical dates and other information in sufficient detail for the Evaluation Committee to determine if time frames are reasonable.
f. Describe the firm's ability to deliver the project within the construction time.

___ Tab 7 **Health and Safety**

Provide the following information:

a. Provide a summary description of the General Contractor's Health and Safety management system. (One copy of the full General Contractor's written safety plan is required as Attachment F of the General Contractors Statement of Qualifications.)
b. Identify the competent person responsible for, and capable of, implementing the safety and health program/plan.
c. Address project specific health and safety risks that have been identified by the RFP and additional risks that the Offeror's team has identified. Describe processes to minimize risk and to ensure that health and safety issues are clearly communicated with the contractors, subcontractors, and the owner.

___ Tab 8 **New Mexico Produced Work**

One of APS's goals is to support New Mexico owned businesses and New Mexico based workers. Indicate the volume of work, by percentage, to be produced by New Mexico firms using New Mexico based employees on this project. Indicate the number of New Mexico based employees that will be part of the Project Team.

IMPORTANT NOTE ON THE TECHNICAL PROPOSAL'S CONTENTS

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

The intention of Tabs 4, 5, 6, 7, & 8 of the Technical Proposal is to provide a place for the proposer to make a concise presentation of the strength of the proposed team in the exact categories that the committee will be scoring, unencumbered by the format of the Statement of Qualifications Forms. If the proposer so chooses, other sections of the Technical Proposal may be referenced within these tabs without wholly duplicating that information. Also, information presented elsewhere may be summarized or condensed within these tab sections to make the proposer's presentation more clear.

V. PROPOSAL EVALUATION

A. EVALUATION CRITERIA

The rubric to be used by the Evaluation Committee for each criteria are as follows:

Volume 2 – Technical Proposal

Past Performance…….17 points
Project Staffing……13 points
Management Plan……15 points
Health & Safety…….....12 points

Detailed Scoring Guidelines for "Health & Safety":

a.1 Summary Description of Health & Safety Plan……...0.6
a.2 One full copy of Written Safety Plan…….....0.6
b. Competent Person Responsible/Capable of Implementing.....0.6
c.1 Project Specific Health/Safety Risks…….....2.4
c.2 Describe Processes to Clearly Communicate Issues……...0.6
Statement of Qualifications for General Contractors
a. Copy of Written Safety Program Compliant……..……..1.2
b. List of Key Safety Personnel/Safety Manage…….....0.6
c. Experience Modification Rate for Past 5 Years….....1.2
d. Recordable Incident Rate (Calendar Yr.) OSHA 300 Log.....1.2
e. Free from Committing Violations of Laws……..….....1.2
Statement of Qualifications for Subcontractors
a. Copy of Written Safety Program Compliant……0.6
b. Experience Modification Rate Past 5 Years……...0.48
c. Recordable Incident Rate (Calendar Yr.) OSHA 300 Log…..0.48
d. Free from Committing Violations of Laws…….....0.24
Total Possible Points……12.0

NM Produced Work…….……..3 points

Detailed Scoring Guidelines for "NM Produced Work":

Based on the submitted Subcontractor Listing Form.
If all listed subcontractors are NM Firms…….……..…3 pts
If all accept one of the listed subcontractors are NM Firms……..2 pts
If all accept two of the listed subcontractors are NM Firms……..1 pts
If all accept three (or more) of the listed subs are NM Firms...…….0 pts

Subtotal…….....60 points

Volume 1 – Price Proposal

Price Proposal……...…….……..**40 points**

TOTAL…….....100 points

Interviews (if held)…….....50 points

TOTAL……..……150 points

APS intends to award this project to the Offeror whose proposal receives the highest number of points. APS reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contract to the Offeror whose proposal APS deems to be in the best interest of APS.