



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

**RFP #22-031 RRR**

**RFP TITLE: LEED Certification Consulting Services – As Needed**

**NIGP: 918, 91831,91842**

## RFP Schedule

Action	Date & Time
RFP Issued	11/30/2021
<b>READ ALL DOCUMENTS:</b> Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.	
Deadline for Questions	12/09/2021 @ 5:00pm (local time)
<b>RFP Due Date and Time</b>	12/21/2021 @ 3:00pm (local time)
<b><i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry)</i></b>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

## RFP Buyer Contact Information

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

## RFP Submittal

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

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

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

## RFP Term

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


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# **OFFEROR'S GENERAL INSTRUCTIONS**

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.  
  
Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.  
  
Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
8. **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.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.  
  
Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **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.

12. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
13. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications
14. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
15. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.
16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §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. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**
17. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

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

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

**Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.** If you have any questions contact the Buyer listed on the RFP documents for assistance.

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

19. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
20. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
21. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
22. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.
23. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
24. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
25. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department 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, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
27. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.
28. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

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

“**Design Professional**” is the legal entity qualified to do business in the State of New Mexico that

employs an individual or individuals licensed to practice the discipline or disciplines for the services to be performed under this Agreement.

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

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

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

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

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

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

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

35 **“Energy Star”** is a voluntary program of the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy that identifies energy-efficient products and buildings. Qualified products and buildings exceed minimum federal standards for energy consumption by a certain amount. Qualifying buildings which achieve an ENERGY STAR rating of 75 or above are eligible to receive the ENERGY STAR label. Website: <http://www.energystar.gov/>. Compliance with ENERGY STAR is required on certain projects by Section 15-3-36, Energy Efficiency Standards for Public Buildings NMSA 1978.

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

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

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

Building Certification Institute (GBCI). APS will pursue a minimum of LEED Silver Certification on construction of any new stand-alone APS building.

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

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

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

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

**“Resident Business”** or **“Resident Contractor”** means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

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

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

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

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

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

**“User Contact”** is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.



# **TERMS AND CONDITIONS**

1. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
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. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
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:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
9. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and APS.
  - B. Termination by APS
    1. For Cause
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
        - ii. Contractor's violation in any substantial way of any provisions of this contract.
      - b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

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

2. For Convenience

- a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
  - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
  - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

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

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

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

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

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

12. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
13. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **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).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address).
20. **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.
21. **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.
22. **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.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.

26. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of APS.
27. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

## **PROTESTS**

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

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
  - A. State the reasons for the action taken; and
  - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

# **SCOPE OF WORK**

## **OVERVIEW**

APS is the nation's 28<sup>th</sup> 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 approximately 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.

## **RFP SCHEDULE**

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

## **PURPOSE OF THIS REQUEST FOR PROPOSAL**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of LEED Certification Consulting Services – As Needed

## **SCOPE OF SERVICES**

The District strives to keep pace with Albuquerque's growth. The District requires a continuous building program that includes remodeling or refurbishing projects, new additions and new schools. Within the district framework, the Department of Facilities Design and Construction, (FD&C) handles all new construction and major remodeling projects. Maintenance and Operations (M&O), handles the APS physical plant, repairs and maintains all mechanical systems including heating, cooling, plumbing and electrical work. Independent outside architects, engineers and other contractors and consultants are routinely selected via the RFP/Bid process for work on specific projects or to supplement APS staff.

LEED Consulting services as requested by this RFP will necessitate close communication and coordination with many of the above using departments, their directors and personnel as well as other contract architects/engineers of record and general contractors.

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

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

"LEED" refers to the "Leadership in Energy and Environmental Design" rating systems created by the U.S. Green Building Council (USGBC). "LEED Certification Consulting" in this RFP refers to providing expert assistance to APS in various aspects of the process of registering building construction projects (or existing facilities) with the Green Building Certification Institute (GBCI) and documenting those projects' satisfactory compliance with one of the USGBC's + LEED Rating Systems, to achieve LEED Certification. The current expectation of the district is that all new school construction projects will be certified under the "LEED for Schools" criteria of Building Design & Construction Rating system at the Silver level, or higher.

**This RFP includes six subcategories of LEED consulting. As part of the proposal, each responding firm is asked to indicate for which one (or more) of the following subcategories they are proposing:**

- 1) **General LEED Certification Consulting:** This includes coordinating the entire process of registering the project with GBCI, organizing the uploading of all credit information, and coordinating completion of all certification requirements. It includes facilitating LEED design charrettes and preconstruction LEED meetings. The consultant will procure and/or provide specifications materials for LEED compliance during construction, review proposed construction materials, and provide the design team and construction contractors with research assistance, forms, templates and other resources to facilitate the LEED process. The General LEED Certification Consultant has ultimate responsibility for submitting a given project's LEED application, including follow-through for any clarifications or appeals to GBCI.
- 2) **LEED Energy Modeling:** This includes constructing energy simulations of proposed building designs (along with comparative baseline cases) using computer software and methods that meet the various LEED rating systems' requirements for the LEED credits related to "Energy Performance"(Prerequisite for Minimum Energy Performance and Credit to Optimize Energy Performance). The consultant will advise the design architects and engineers on choices and options to improve energy performance, and will use the energy simulation to test those options.
- 3) **LEED Daylight & Artificial Light Modeling:** This includes constructing daylight and artificial lighting simulations of proposed building designs using computer software and methods that meet the various LEED rating systems' requirements for the LEED credits related to Interior Lighting, Daylight, and Quality Views. The consultant will advise the design architects and engineers on choices and options to improve interior daylight levels and to control glare and reflections. The consultant will also use the daylight simulations to test those options. The Lighting model must be coordinated with the project's Energy model, as lighting choices always impact energy demand/consumption.
- 4) **LEED Building Acoustical Analysis:** This includes analyzing the acoustical properties of the proposed construction of the building envelope, interior walls, and interior surfaces to ensure compliance with the targeted "LEED for Schools" Acoustical Performance Prerequisite for Minimum Acoustic Performance and credit for Acoustic Performance. The consultant will advise the design architects and engineers on choices and options to remedy acoustic shortcomings and improve overall acoustic performance. This consultant will verify compliance with the LEED-specified version of ANSI Standard S12.60 regarding reverberation times, STC (Sound Transmission Class) ratings, and maximum background noise level (40 dBA for primary learning spaces). The consultant will also verify compliance with any State-or locally-mandated standards, if different from LEED. The acoustical consultant will identify areas of concern regarding noise generated by HVAC systems and assist the mechanical engineers in evaluating their own acoustical calculations of the proposed systems.



5) **LEED Acoustical Testing**: This includes physical testing (using industry approved testing instruments) of reverberation, sound transmission, and background noise levels in completed building projects, and of ambient noise levels at proposed project sites prior to design. The Acoustical Testing consultant shall provide APS with a comprehensive report of findings to document their testing.

6) **LEED Building Envelope Commissioning**: Building Envelope Commissioning shall follow accepted testing guidelines and protocols, such as:

- ASHRAE Guideline 0-2005
- ASTM E2813
- LEED V4
- NIBS Guideline 3-2012
- US Army Corp of Engineers BECx Criteria

Services may include design reviews, construction mock-up evaluation, installation inspections, thermal imaging, water testing, and air barrier testing, and other tasks required to meet the LEED prerequisite for Fundamental Commissioning and Enhanced Commissioning credit (Option 2 – Envelope Commissioning).

7. **Additional Scope for all Disciplines**: Typical services include but are not limited to those discussed in the Scope of Work above. LEED Consultant(s) may be asked to assist in the review of alternates or substitutions, requested change orders, and the like.

Offeror is reminded that due to of the size of the district meetings pre-bid conferences and "walk-throughs" may be held at sites throughout the greater Albuquerque area.

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

The contract LEED consultant and all personnel must have his/her own transportation. Neither mileage nor vehicle charges will be billed to the district separately. All transportation and/or the use of specialized vehicles, if applicable, must be included in your hourly rates. Exceptions are sometimes granted for special circumstances if out of town travel should be required by APS and approved in advance.

Personnel employed by the contract LEED consultant must not be otherwise employed by APS or any other independent contractor working for APS. All drawings, specifications, designs, notes or any other work developed for purposes of this contract are the sole property of APS.

Please note that specific projects which may be initiated during the life of this contract are unknown, or even if potentially identified, are subject to change in scope. Because of the volume of projects, it is essential for APS to have access to multiple firms. At the time of an actual project assignment many factors will be considered in determining which firm is chosen, including specific expertise or technical competence, current workloads and/or other assignments still in progress, and familiarity with or proximity to the area of the project.

8. **Release of Information** – Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
9. **Project Reporting** – In addition to planning and program meetings with the Owner, Owner representative and User Agency Representative as needed, the Offeror is expected make periodic site visits as needed during the design and construction phases, and to report the status of their progress/process to the owner at least monthly. These requirements may be further modified by specific contract agreement.
10. **Ownership of Documents** – The LEED CONSULTING PROFESSIONAL Contract will require that all reports, forms and supporting documents, as well as any drawings, specifications and project documents, become and remain the property of the Owner. The LEED CONSULTING PROFESSIONAL contract has certain requirements as to the rights and responsibilities of the Owner and the LEED Consulting Professional. All documents submitted in response to the RFP shall also become the property of the Owner.
11. **Clarifications from Offerors** – The LEED CONSULTING PROFESSIONAL Selection Committee or designee, after review of the proposal and/or Interview may request clarifications on information submitted by any and all offerors.
12. **Public Meetings** – APS requires community involvement in its various building projects; therefore, the successful firm(s) must be prepared to make presentations to and interact with the school board, school staff and community as necessary.
13. **Document Review Meetings** – The LEED Consultant may be required to attend review meetings at the FD&C office at various stages of the project.
14. **Construction Schedule** – The course of the construction will be carefully coordinated by the Design Architect to insure the completion of the project in a timely manner. The LEED Consultant must be keenly aware of the construction schedule and coordinate all efforts under their contract to be timely and effective.
15. **APS Project Management** – The School District will assign an in-house staff architect, staff engineer or construction manager to serve as Project Manager.
16. **APS Approvals** – APS involvement and approval will be required for problem resolution, change orders and all other matters pertinent to the project.
17. **Project Management Software** – FD&C has purchased and is currently using project management software-e-Builder - to track and manage construction projects. The successful Offeror will be required to purchase and maintain for the life of the contract at least one user license as part of basic services. The project management system company will facilitate the user license acquisition.
18. **LEED/Energy Efficiency** – Albuquerque Public Schools has a continuing interest in increasing the energy efficiency and decreasing the negative environmental impact of new school buildings. To that end, the successful firm must be prepared to address these issues as they relate to the USGBC LEED Building Design & Construction Rating System (“Schools” criteria) and the APS LEED V4 Guideline (found on the FD&C website: <https://www.aps.edu/facilities-design-and-construction/design-standards-and-guidelines>). APS will pursue a minimum of LEED Silver certification for any stand-alone building. Additionally, APS maintains its own electrical, mechanical and other Design Standards which must be followed and are not at the discretion of the architectural firm. Copies of the current standards are available on the FD&C website at <https://www.aps.edu/facilities-design-and-construction>.
19. **RECORDS, STATUTES** – Records shall be maintained by the successful Offeror as required by applicable municipal, federal or state laws, ordinances, codes, and any contract arising from this solicitation. At any time during normal business hours and as may be deemed necessary, there shall be made available to APS for examination all of contractor’s records relevant to this or any subsequent agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent. The proposal and any subsequent contract are to be governed by the laws and statutes of the state of New Mexico. Any provision required to be included in a contract of this type by an applicable valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

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

# **EVALUATION CRITERIA**

**EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**

<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

Please Note: An Offeror cannot be awarded both a resident 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. The Preference does not apply if APS is utilizing federal funds.

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

	Possible Points	Points This RFP
<p><b>Business Profile</b> Furnish a brief profile of your company. Provide the firm's name, address, phone numbers, and email addresses. Discuss the company's history of operations in Albuquerque or New Mexico. If there is a "corporate" office in another city or state, what will be the relationship between the two locations and any contract resulting from this solicitation? If your firm does not have an Albuquerque (or New Mexico) office, how do you propose to effectively provide LEED consulting services? Identify the estimated percentage of the consulting work that you expect will be produced by a New Mexico business within the state. Provide the name of the representative(s) who is authorized to obligate the firm and who will be in charge of this contract.</p>	20	
<p><b>Firm's Expertise and Staffing</b> Indicate for which one (or more) of the six subcategories of LEED consulting your firm is to be considered: General LEED Certification Consulting, LEED Energy Modeling, LEED Daylight and Artificial Light Modeling, LEED Building Acoustical Analysis, LEED Acoustical Testing and/or LEED Building Envelope Commissioning. Are LEED consulting services the primary focus of your business? If not, how is this particular discipline represented within the firm? Please also submit a list of the employees that will be assigned to APS, their titles, degrees, LEED credentials, and a brief biography of each. If you are asking to be considered for energy modeling, daylight modeling, acoustical analysis, acoustical testing, or building envelope testing, indicate the computer simulation software your firm owns and uses, and/or the testing equipment your firm owns and uses. Also identify any services that will <u>not</u> be performed in-house. In this event, who are your consultants and what are your reasons for the choices? How will you interact with project teams as an independent Owner's consultant? What is your communication strategy? What is your approach if/when project team members lack engagement with LEED criteria or fail to complete assigned LEED related tasks? How will you help APS prevent projects from 'stalling out' before completion or 'lingering open' indefinitely? Indicate your unique, creative ideas. Include your federal taxpayer ID number and your New Mexico CRS number, if applicable. This section will be used by APS to evaluate your firm's "capacity and capability to perform the work, including any specialized services, within the time limitations."</p>	30	
<p><b>Project History</b> Provide a listing of the most recent projects for which the firm has provided LEED-related consulting services (or non-LEED consulting that employed the</p>	20	

<p>same computer models, tools and skills required by LEED), up to a maximum total of 30 projects. Please list the most recent project first, continuing in reverse chronology and including every project. For each project, list the following: (1) project name; (2) project location; (3) owner; (4) architect of record; (5) contact name and phone number for consulting services client, (6) approximate construction cost; (7) completion date (month/year) or estimated completion; (8) current phase of project; (9) level and type of LEED certification and date achieved (month/year) or anticipated; (10) types of LEED consulting provided by your firm on this project (i.e. General LEED Consulting, Energy Modeling, Daylight &amp; Artificial Light Modeling, Building Acoustical Analysis, Acoustical Testing, and/or Building Envelope Commissioning, as defined in above in Scope of Work.) Please do not provide photographs of projects as part of this section. This section will be used by APS to evaluate your firm's "past record of performance on contracts with government agencies or private industry with respect to control of costs, quality of work and ability to meet schedules."</p>		
<p><b>Exemplary Projects :</b> Discuss in detail three (3) projects from the list in Section C, (all of which shall have been completed and occupied within the past four years), and which illustrate your firm's LEED consulting capabilities. In choosing these projects, please give priority to educational projects, public projects, and commercial projects. Include in your discussion: (1) a minimum of one exterior and one interior photograph; (2) a brief description of the project; (3) a description of the LEED consulting work your firm provided; (4) beginning date of design, and date of substantial completion of construction (actual or anticipated); (5) LEED certification type achieved or targeted, and date achieved (month/year) or anticipated; (6) discussion of any particular challenges this project posed, and/or particular value/benefit your firm brought to its success. This section will be used by APS to evaluate your firm's "specialized design and technical competence regarding the type of services required."</p>	20	
<p><b>Strategic LEED Policy Consulting for Organizations.</b> Discuss in detail up to three (3) property owning organizations for which you have provided either: 1) strategic LEED consulting for an entire portfolio of projects or properties, addressing policy issues that affect every LEED project, (such as "green cleaning products purchasing" or "alternative fuels for school buses"); or 2) LEED consulting on multiple projects for one institutional owner, the net effect of which has been a positive policy impact for the owner organization and efficiencies in the LEED certification process. Please include a reference contact name for each owner-organization, including phone number and email address. Please note if any of these relationships involved a formal "on-demand" contract between your firm and the owner organization.</p>	10	
<b>Total Possible Points</b>	<b>100</b>	
<b>Interview ( if needed)</b>	<b>50</b>	
<p><b>New Mexico Resident Business Preference:</b> 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 &amp; Revenue Department.</p>	5	
<p><b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business.</p> <ul style="list-style-type: none"> <li>10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	10	
<b>Total Possible Awarded Points</b>	<b>100-160</b>	

## **SUBMITTAL REQUIREMENTS**

### **ATTENTION:**

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



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

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

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

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

### **Proposal Format**

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

Business Profile

Firm's Expertise and Staffing

Project History

Exemplary Projects

Strategic LEED Policy Consulting for Organizations

**PRICING: Offeror is required to provide as part of their response hourly rates for their various labor categories.**

Required Forms

# **FORMS & ATTACHMENTS**



LETTER OF TRANSMITTAL FORM  
**SUBMIT WITH YOUR PROPOSAL**

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

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


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

Name	
Title	
E-Mail Address	
Telephone	

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

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions 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.)

# COMPLIANCE

*(REQUIRED LEGAL FORMS)*

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

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

**“Pendency of the procurement 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, NON-COLLUSION AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**  
**CONFLICT OF INTEREST**

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

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

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

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

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**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

**SIGN HERE** Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_ City/ State: \_\_\_\_\_

**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
- 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 issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable

Obtain more information:

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

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

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