



Release Date: October 20, 2014

Due Date: November 25, 2014

REQUEST FOR PROPOSALS

FOR

Line Spotting Services

RFP # 15-033MM-AM

Albuquerque Public Schools

Facilities Design & Construction

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I. INTRODUCTION

1.0 Overview

Albuquerque Public Schools (APS) is the nation's 28th largest school district covering a 1,200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board of seven members serving staggered terms of four years each governs the district. The Albuquerque school district maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms and administrative offices.

The district strives to keep pace with Albuquerque's growth. The approximately 90,000 APS students plus 5,000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools. The intent of this solicitation is to enter into a contract(s) with one or more line spotting firms for the purpose of providing line spotting services for various projects. Any contract awarded as a result of this solicitation will be in effect from the date of award until the completion of the project.

1.1 Purpose of this Request for Proposal

Albuquerque Public Schools (APS) is requesting proposals for Line Spotting Services on an as needed basis. All potential offerors are encouraged to read this request for proposals carefully, especially mandatory requirements.

1.2 Scope of Procurement

All line spotting services required by this proposal will necessitate close communication and coordination with APS staff, project managers, using departments, their directors and personnel as well as other contract architects/engineers of record and general contractors.

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

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

The offeror is reminded of the size of the district. Meetings or pre-bid conferences and “walk-throughs” may be held at potentially any site. The successful line spotting firm must also be aware of a school-oriented environment. Principals, parents, various activity organizations etc. routinely take an active interest in projects that affect their particular schools. Meetings, contractor visits, presentations etc., must be coordinated for minimum disruption to classroom activities. Visitors are required to sign in and out as they enter and leave a campus.

The contract firms, including all personnel, must provide their own transportation. Neither mileage nor vehicle charges will be billed to the district separately. All such charges must be included in your hourly rates. Lease of specialized vehicles may be reimbursed if approved in advance by APS. Out of town travel is almost never an issue. No APS site will be considered as out of town. Faxes will be treated as local telephone calls with both APS and the contractor sending and receiving at their own expense.

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

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

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

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

1.3 Procurement Manager

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

Name: Michael Madrid CPPB
Title: Construction Buyer
Albuquerque Public Schools
Off-Site Procurement Office,
Lincoln Building A
1st Floor Room 7
915 Locust Street SE
Albuquerque, NM 87125
Telephone: 505-848-8826
Fax Number: 505-842-4608
Email: michael.madrid@aps.edu

Special Instructions: Complete the RFP documents as required. Your response must be received in the APS Procurement Department location referenced above prior to the specified date and time regardless of above delivery option selected. **Late RFPs are not accepted and will be returned unopened.** To ensure proper identification and handling, clearly indicate the RFP number and the response due date on the outside of the sealed package.

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

1.4 Definition of Terminology

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

1.4.1 “Agency” or “APS” means Albuquerque Public Schools.

1.4.2 “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 professional services and contractor selections.

1.4.3 “Award” or ‘Award of Contract’ shall mean a formal written notice by APS that APS has selected an individual(s), firm(s), partnership(s) company/companies, and corporation(s) to enter into a contract for services.

1.4.4 “Close of Business” means 3:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

- 1.4.5 “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.
- 1.4.6 “Construction Manager”** is an APS team member along with a Staff Architect and Cluster Technician. The construction Manager manages the observation and inspection of the construction and required for each capital improvement project beginning and bidding through construction, occupancy and warranty.
- 1.4.7 “Contract”** means any agreement for the procurement of items of tangible personal property, services or construction derived from a RFP.
- 1.4.8 “Contract Manager”** means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.
- 1.4.9 “Contractor”** means a successful Offeror who enters into a binding contract.
- 1.4.10 “Deliverable”** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
- 1.4.11 “Desirable”** The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.4.12 “Determination”** means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.4.13 “Director”** The Executive Director of the Albuquerque Public Schools Procurement Department or a designated representative.
- 1.4.14 “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.
- 1.4.15 “Employer”** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
- 1.4.16 “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.
- 1.4.17 “Entity”** means the District for the purposes of Section 13-1-120(B)(6), NMSA 1978;

Evaluation Criteria; and is the entity requesting proposals.

- 1.4.18 “Evaluation Committee”** means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.
- 1.4.19 “Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Executive Director of Procurement for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.20 “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.
- 1.4.21 “Finalist”** is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- 1.4.22 “LEED”** (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings, created and administered by the U.S. Green Building Council.
- 1.4.23 “Mandatory”** The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- 1.4.24 “Milestone”** means a significant event in a project, usually the completion of a major deliverable.
- 1.4.25 “Albuquerque Public Schools Employee”** means any employee of the Albuquerque Public Schools, performing the majority of their work within the Albuquerque Metropolitan area, for any school or department regardless of the location of the employer’s office or offices.
- 1.4.26 “Offer”** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*
- 1.4.27 “Offeror”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP
- 1.4.28 “Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.29 “Proposal”** is the Offerors response to this RFP.

- 1.4.30 “Purchasing Agent”** means the purchasing agent for the Albuquerque Public Schools or a designated representative.
- 1.4.31 “Request for Proposals”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.4.32 “Requirement”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- 1.4.33 “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.
- 1.4.34 “Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 1.4.35 “Responsive Offeror Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.
- 1.4.36 “Selection Committee”** means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.
- 1.4.37 “Solicited and Awarded”** means a RFP was made available to the general public, through any means, after October 20, 2014 AND the contract(s) sought as a result of that solicitation was/were awarded after October 20, 2014.
- 1.4.38 “Solicitations”** means RFP.
- 1.4.39 “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.
- 1.4.40 “User”** means the school district staff occupying the facility or facilities, for which a project is being designed.
- 1.4.41 “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.
- 1.4.42 “Volume”** means RFP documents to be placed in individual sections as outlined in response format and organization.

1.5 Background Information

This section provides background information on the Albuquerque Public Schools which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

Albuquerque Public Schools (APS) is the nation's 31st largest school district covering a 1,200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board of seven members serving staggered terms of four years each governs the district. The Albuquerque school district maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms and administrative offices.

The district strives to keep pace with Albuquerque's growth. The approximately 90,000 APS students plus 5,000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools. The intent of this solicitation is to enter into a contract(s) with one or more engineering firms for the purpose of providing engineering services for the project(s) identified in this RFP. Any contract awarded as a result of this solicitation will be in effect from the date of award until the completion of the project.

The successful Offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control costs in an innovative and effective manner.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

2.0 Overview

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

2.1 Sequence of Events

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

	<u>Action</u>	<u>Responsibility</u>	<u>Estimated Date</u>
2.2.1.	Issue RFP	Albuquerque Public Schools	10/20/14
2.2.2.	Return of acknowledgement of Receipt Form for Distribution List	Potential Offerors	11/5/14
2.2.4.	Deadline To Submit Questions	Potential Offerors	11/18/14 @ 2:00 PM
2.2.5.	Response to Written Questions/RFP Amendments (If Required)	Albuquerque Public Schools http://www.aps.edu/procurement	11/19/14
2.2.6.	Submission of Proposal	Offerors	11/25/14 @ 2:00 PM
2.2.7.	Proposal Evaluation	Evaluation Committee	TBD
2.2.8.	Selection of Finalists	Evaluation Committee	TBD
2.2.9.	Best and Final Offers from Finalists	Finalists Offerors	TBD
2.2.10.	Oral Presentation/Interview by Finalists if required	Finalists Offerors	TBD
2.2.11.	Finalize Contract	Albuquerque Public Schools Offeror	TBD
2.2.12.	Contract Award	Albuquerque Public Schools	TBD
2.2.13.	Protest Deadline	Offerors	15 Days after the Contract Award

- Dates may be subject to change.

2.2. Explanation of Events

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

2.2.1 Issue of RFP

This RFP is being issued by FD&C and the Procurement Department of the Albuquerque Public Schools on October 20, 2014.

2.2.2 Return of Acknowledgement of Receipt Form for Distribution List

Potential Offerors **may** hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form **must** be signed by an authorized representative of the organization and should be delivered to the Procurement Manager no later than the date specified in the Sequence of Events or shortly thereafter. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form may constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name may not appear on the distribution list.

2.2.3 Pre-Proposal Conference (Not Required)

2.2.4 Deadline to Submit Written Questions

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

2.2.5 Response to Written Questions/RFP Amendments

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

Failure to return this form may constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name may be dropped from the procurement distribution list. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to www.aps.edu/procurement and click on “See Current Bids and RFPs” link to download amendment(s). ***It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools.*** Any amendment(s) must be acknowledged in the RFP response. **Failure to sign and return any amendment(s) may be considered as non-responsive and RFP response may be rejected.**

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

2.2.6 Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON November 25, 2014. **Allow appropriate time for delivery to the Procurement Department location before the deadline date and time. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

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

Proposals must be submitted in a sealed package and clearly labeled on the outside of the package with the following information: (1) Offerer's business name, address including city, state, and ZIP Code, (2) the RFP number, (3) the RFP title, and (4) the response due date and time. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

2.2.7 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC) appointed by Albuquerque Public Schools management. During this time, the Procurement Manager may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

2.2.8 Selection of Finalists

The Evaluation Committee will select finalists and the Procurement Manager will notify the finalist Offerors.

2.2.9 Best and Final Offers From Finalists

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

2.2.10 Oral Presentation/Interviews by Finalists (if required)

APS reserves the right to request and conduct oral presentations/interviews with finalists. Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. APS reserves the right to extend the time at its sole discretion. All oral presentations/interviews will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation as determined by the Evaluation Committee.

2.2.11 Finalized Contract

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

2.2.12 Contract Award

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

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

2.2.13 Protest Deadline

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

US Postal Service Delivery Address:

Mark Heckart, C.P.M.
Executive Director
Albuquerque Public Schools
Procurement Department
PO Box 25704
Albuquerque, NM 87125

Hand Carry or Courier Address:

Mark Heckart, C.P.M.
Executive Director
Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

Protests received after the deadline will not be accepted.

2.3 General Requirements

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

2.3.1 Acceptance of Conditions Governing the Procurement

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

2.3.2 Incurring Costs

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

2.3.3 Contractor Responsibilities

The contractor shall solely be responsible for performance under this contract. APS will make contract payments only to the prime contractor.

2.3.4 Subcontractors

The use of subcontractors is allowed; however, all personnel engaged in the work represented by this proposal shall be fully qualified and authorized to perform such services as the contract may require. If subcontractors are utilized, the Offeror shall be solely responsible for the entire performance of the contract. Additionally, the Offeror must receive approval, in writing, from APS before any subcontractor is used during the term of this agreement. No assignment or transfer shall relieve the Offeror from his/her obligation.

2.3.5 Fingerprints and Background Checks

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

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may be required to complete the finger printing process every two (2) years. Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110.

Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. APS no longer collects fees for background checks. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or money order in the amount of \$44.00 payable to 3M Cogent**. Cash and personal checks are not acceptable.

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

2.3.6 Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. APS personnel will not merge, collage, or assemble proposal materials.

2.3.7 Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to the Procurement Manager.

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

2.3.8 Proposal Offer Firm

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

2.3.9 Disclosure of Proposal Contents

The proposals will be kept confidential until Contracts are awarded by the APS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

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

2.3.10 No Obligation

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

2.3.11 RFP Termination

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

2.3.12 Sufficient Appropriation

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

2.3.13 Legal Review

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

2.3.14 Governing Law

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

2.3.15 Basis for Proposal

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

2.3.16 Contract Terms and Conditions

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

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

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

2.3.17 Offeror's Terms and Conditions

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

2.3.18 Contract Deviations

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

2.3.19 Offeror Qualifications

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

2.3.20 Right to Waive Minor Irregularities

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

2.3.21 Change in Contractor Representatives

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

2.3.22 Notice

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

2.3.23 Proposal Acceptance Rights

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

2.3.24 Right to Publish

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

2.3.25 Ownership of Proposals

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

2.3.26 Confidentiality

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

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

2.3.27 Electronic Mail Address Required

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

2.3.28 New Mexico Employees Health Coverage

- 2.3.28.1 If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain during the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than November 25, 2014, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
- 2.3.28.2 Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
- 2.3.28.3 Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

III. RESPONSE FORMAT AND ORGANIZATION

3.0 Overview

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

3.1 Number of Responses

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

3.2 Number of Copies

Offerors shall provide one original (1) and six (5) identical copies of their proposal to the location specified in Section II, paragraph B on or before the close date and time for receipt of proposals.

3.3 Proposal Format

PROPOSAL FORMAT (The following items are not counted against the 20 Page limitations)

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

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

- | | |
|-----------|---|
| Section 1 | Business Profile |
| Section 2 | Capacity and Capability |
| Section 3 | Past Record of Performance |
| Section 4 | Familiarity with APS Standards |
| Section 5 | Design Work produced in-state |
| Section 6 | Volume of Work Previously Done |
| Section 7 | - Attachments |
| | - Insurance Certificate must be provided |
| | - Campaign Contribution Disclosure Form must be provided (Appendix A) |

- Resident or Veterans Resident Certificate must be must be provided (Appendix B) A COPY OF ANY AND ALL CERTIFICATES IS REQUIRED TO RECEIVE POINTS)
- New Mexico Employee Health Coverage Form must be provided (Appendix C)
- Conflict of Interest and Debarment/Suspension Certification Form (Appendix D)
- Offeror Information Signature Page (Appendix E)

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

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

3.4 Proposal Organization

3.4.1. Proposal Organization - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Section 1 through 7, are helpful.

Submittal Letter – Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project(s)) should:

- a. Identify the submitting business, including valid resident certificate number (copy of certificate is required);
- b. Identify name and title of the person(s) authorized by the company to contractually obligate the business for purposed of this RFP ;
- c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- d. Be signed by a person authorized to contractually obligate the Offeror;
- e. Acknowledge receipt of any and all amendments to this RFP (If Issued);
- f. Contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act as currently required for work performed as a result of this RFP;

- g. If a joint proposal, contain a statement indicating the percentage of services to be completed by the nonresident business based on the dollar amount of the fee proposed in Section IV and;

3.4.2 Order of Items

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

3.4.3 Inclusion of Completed Forms

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

3.4.4 Marking of Volume

Proposal volumes should be clearly labeled and numbered. The original copy of each volume should be clearly marked as “Original” on the front of the volume.

IV. SPECIFICATIONS

4.0 Overview

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

4.1 & 4.2 Information/Scope of Work

The intent of this request is to obtain proposals from qualified, properly licensed Utility Locating Contractor/s Consultants (ULC) to perform utility locating and marking services. The ULC shall maintain a NM office during the duration of the work required by the RFP. It is the intent of this RFP to employ a qualified ULC to perform all necessary tasks required to locate all utilities in designated areas, to mark the utilities, to manually record the utility information on APS Utility Auto Cad format plans, and satisfy APS’ responsibility under the NMSA (New Mexico Excavation Law). Procedures shall be as required by or to satisfy requirements of NMSA 1978 (New Mexico Excavation Law) as amended and this RFP, the most strict taking precedence. The ULC has total responsibility for the accuracy and completeness of all work performed.

It is APS’ intent to delegate the utility owner’s (APS’S) Utility Locating responsibilities as required by NMSA 1978 (New Mexico Excavation Law) to the ULC selected under this RFP. The successful responder to this RFP shall maintain liability insurance coverage equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-2 et. Seq. NMSA 1978. The insurance must remain in force for the life of this utility locating coverage including all contract extension or renewals.

Albuquerque Public Schools may award multiple Contracts based on the RFP criteria. When work is required, each ULC awarded a Contract may be contacted for a price quotation. The ULC who provides the best quotation will be awarded the job. Award will generally be based on lowest quoted price, but other factors may be considered when necessary, including but not limited to, amount of time required to complete a job, hours ULC's employees are available for work, etc. When other factors are to be considered, those factors will be included in the requirements of the quotation. If the ULC is not available for work, cannot be reached, or cannot meet any special requirements of a particular job, the District reserves the right to seek alternate methods of accomplishing the required work, including seeking bids or proposal from different vendors.

The successful responder to this RFP shall maintain liability insurance coverage equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-2 et. Seq. NMSA 1978. The insurance must remain in force for the life of the Utility Locating Contract including all contract extension or renewals. The insurance be in a form acceptable to Albuquerque Public Schools. Proof of insurance shall be submitted prior to award of a contract. Albuquerque Public Schools shall be named an additional insured on the ULC insurance certificate. Under no circumstance will utility locating efforts or services of any other party relieve the selected ULC from their responsibility and liabilities to located and mark all utilities as required by this RFP.

Failure to comply with the terms of this Request for Proposal or unsatisfactory performance on the part of the ULC will constitute grounds for cancellation of the Contract. Notification of intent to cancel will be provided in writing by Albuquerque Public Schools (30) days prior to the cancellation date.

4.3 Technical

The ULC must be familiar with the State of New Mexico "One-Call" Process. Utility locating will normally be done by one of two methods or a combination of both, as agreed to prior to start of work. The first and preferred method will be through surface use of state-of-the-art geophysical prospecting methods, tracer wires where installed or other non-destructive means. Indicate in your response the number of technicians what will be employed performing this method of locating. The second method of locating utilities shall be through the use of non-destructing excavation equipment such as vacuum excavation or other means of "pot-holing." Indicate in your response the number of technicians that will be employed performing this method of locating. Other means, such as the use of ground penetrating radar, excavation, etc. shall be negotiated when required.

The Contractor shall send only fully qualified and approved personnel to perform work under this contract. Each person will have a minimum of five years relevant experience. Albuquerque Public Schools reserves the right to purchase any or all materials required by work herein through its normal Purchasing channel and to provide such material to the Contractor for installation or use. Materials so provided shall not be marked up by the Contractor in any manner.

Albuquerque Public Schools and the CID may inspect work performed hereunder for compliance with all Federal, State, and local codes and for compliance with the requirements of the specific job and this RFP. All work shall be performed in a safe, efficient, workmanlike and courteous manner. Procedural Requirements Normal utility locating will be performed in compliance with the NMSA 1978 (New Mexico Excavation Law) within the customary 48-hour "One Call" response time requirements. For emergency situations, utility locating services will need to be provided on "as soon as possible" basis.

The selected ULC will be supplied with copies of APS Utility Maps to serve as guidance for utility locating assignments. These Utility Maps are to be considered the best information available but are not to be considered to be 100% complete or accurate. The ULC must spot all utilities including underground lines, conduits, piping, utility structures and anything similar that are indicated on the APS Utility Maps as well as those utilities not indicated or plotted on the APS Utility Maps or any other maps or drawings that may be available. Marking of the utilities on the ground shall be in conformance with the NMSA 1978 and accepted practice.

Prior to starting the utility spotting activity the contract shall notify APS that the work is starting. APS may choose to be present during the spotting work. After completion of the spotting assignment, the contractor must promptly advise the APS representative that the work is completed and the ground is marked as required. Note that the NMSA 1978 law and these procedures require that APS confirm that the utility spotting work has been completed to the One-Call Organization. Also, the ULC shall be a signatory to APS's Excavation Permit/Log to confirm that the site has been surveyed and all utilities located and shall assume liabilities for the accuracy and completeness.

Further, the ULC must annotate the APS set of record drawings in the FD&C Department with the findings so as to clearly illustrate:

1. The lines plotted on the map that were successfully located and marked.
2. All plotted APS utilities that were not successfully located.
3. All underground utilities not plotted on the map but discuss covered by the ULC.

Each project shall be invoiced separately and shall be referenced to the specific project and address. Invoices showing cost of materials supplied and work subcontracted out must be attached to the ULC'S invoice. New Mexico Gross Receipt Tax (NMGRT) is applicable to ULC supplied Labor and Materials only, but not to any APS supplied material.

Identification: While working on an APS campus, all of the Contractor's employees are to wear some form of identification such as uniforms, badges, etc. indicating the company and preferably the employee's name.

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule will be determined after award of contract and upon receiving all required approvals, whichever is later for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of APS, pursuant to funding availability and satisfactory service provision, as determined by APS.

In no circumstance shall the contract exceed a total of four (4) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion but without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis

if negotiations for a new contract are still in progress.

4.4 Mandatory Specifications

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

4.4.1 Authority to Provide Line Spotting Services

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

4.4.2. New Mexico Employees Health Coverage Form

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

4.4.3 Campaign Contribution Disclosure Form

A blank form is included (Appendix E) of this RFP. Pursuant to NMSA 1978, 13-1-191.1, any prospective contractor seeking to enter into a contract with APS must complete, sign and return this form with their proposal. This form must be filled by any prospective Contractor whether or not they, their family member, or representative has made any contributions subject to disclosure.

4.4.4 Conflict of Interest and Debarment/Suspension Certification Form

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

4.4.5 Statement of Confidentiality Form

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

4.4.6 Insurance

Specify the professional liability insurance carried by your firm and who is covered under what circumstances. Offer must provide proof of the same. If this information will be mailed directly by another source, please indicate.

4.4.7 Request for Taxpayer Identification Number and Certification (W-9) Form

Offeror must complete, sign and include the Request for Taxpayer Identification Number and Certificate (W-9) form (Attachment 1) with their proposal.

4.4.8 Cost

Offerors must complete the Cost Response Form found in Appendix D and return it with the proposal.

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

4.4.9 Oral Presentation/Interview (if required)

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

4.5 Desirable Specifications

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

4.5.1 Line Spotting References

The proposals should include three (3) external references from clients who receive similar services. In addition, two (2) references should be submitted for each proposed subcontractor. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

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

Do not use APS as a reference.

4.5.2 Offeror's Rational for Selection

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

4.5.3 Proximity of Albuquerque

Offeror must identify the physical location of the office from which proposed services will be provided. Offeror must provide a detailed explanation of how all services will be provided to principal or designee not physically located near the office.

4.5.4 Resident Business or Resident Veterans Preference

To be awarded the points, Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference, the attached certificate form Appendix __ must accompany any RFP and any business wishing to receive the preference must complete and sign the form.

V. EVALUATION

5.0 Overview

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

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

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

5.1 Evaluation Points Summary

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

Factor	Points
Business Profile/Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required	20
Capacity and capability of the business to perform the work, including any specialized services and consultants within the time limitations	15
Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules	25
Proximity to or familiarity with the area and knowledge and experience with APS Standards.	5
The amount of line spotting work that will be produced by a New Mexico business within the State	5
COST	30
Total Points without Oral Presentation/Interview	100
Oral Presentation/Interview (if required)	100
Resident Preference or Resident Veterans Preference 5-10 POINTS	
ATTACHMENTS	
Insurance	
Hourly Billing Rate Categories (Appendix A)	
Campaign Contribution Disclosure Form (Appendix B)	
Resident or Veterans Resident Certificate Must be provided (Appendix C)	
New Mexico Employees Health Insurance Must be provided (Appendix D)	
Conflict of Interest and Debarment/Suspension Form (Appendix E)	
Request for Taxpayer Identification and Number and Certification (W-9) Form	

Interview – Approximately 100 points are possible in scoring each interview for this RFP. The selection Committee will provide at the pre-interview meeting, a list of questions relevant to the project. These questions shall be addressed by the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared question.

SHORT LIST EVALUATION FACTORS

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

Business Profile/Specialized Design – Provide information about the firm’s specific technical experience. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past projects and the corresponding applications to the proposed scope of work.

Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.

Past Record of Performance - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.

Proximity to or Familiarity with Site Location - Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs. Familiarity with APS as the client and owner as well as familiarity with APS Design Standards and other miscellaneous APS guidelines and familiarity with E-Builder.

New Mexico Produced Work - It is in the State's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms. Provide evidence of Resident Business status.

EVALUATION PROCESS

Notice of Non-Responsiveness – For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination.

Selection Advisory Committee – the committee will be assembled and will be composed of 1) Executive Director of Capital Operations (or designee); 2) the Director of Facilities Design & Construction; 3) the Director of Facilities Master Plan (or designee); 4) a local independent design professional who is not responding to this solicitation; 5) a licensed General Contractor registered to do business in the state of New Mexico; Procurement member who will be a non-voting member insuring compliance with New Mexico procurement regulations. The Director of Facilities Design & Construction will serve as committee chairperson. All committee members will be in attendance at all meetings. In the event of the unforeseen resignation of a committee member due to illness or other extenuating circumstances, the Selection Advisory Committee reserves the right to replace that individual with an appropriate designee or to continue with the remaining members only. The full committee will be maintained unless the process has evolved beyond the point where in a designee could reasonably recover full knowledge of the prior proceedings. In this event, selection will be based upon the scores of the remaining members.

Short listing Meeting – The Selection Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Selection Committee will review each Offeror's proposal. Points will be allocated as outlined in Section V.A. and B. of this RFP, by each member of the committee. Each member's point totals will be combined to determine the Selection Committees overall scoring of the firms. If more than three proposals are submitted, it is the general practice of the Selection Committee to hold interviews with the three high-scored proposals.

Notice of Finalists – Each responsive Offeror will be notified in writing whether their proposal has been short listed. In general, the Selection Committee attempts to mail notices two weeks before the interview date. A public log will be kept of the names and scores of all Offerors short listed for interviews.

Pre-Interview Meeting with Finalists – the pre-interview meeting will be held by the District Representative to answer questions from the short listed firms about the interview. In addition, the Selection Committee shall issue, through the District Representative, to the short listed firms a list of prepared questions to be addressed at the interview. The prepared questions will be the basis of scoring at the interview.

Interviews with Finalists – For those firms included in the interview, notice of finalists will include the interview date and time as well as the date and time for the pre-interview meeting. Interviews are generally held at the District Office, unless otherwise scheduled at the discretion of the committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points, equally divided between the prepared questions. Points will be allocated, by each member. The individual member scores will be totaled together to determine the overall score of firms for the interview.

Final Scores – The combined scores from shortlist and interview determine the final scores. The firm with the highest score shall be awarded the selection.

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

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

5.2 Mandatory Specifications

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

5.2.1 New Mexico Employee Health Coverage Form

Pass or fail. No points assigned.

5.2.2 Campaign Contribution Disclosure Form

Pass or fail. No points assigned.

5.2.3 Conflict of Interest and Debarment/Suspension Form

Pass or fail. No points assigned

5.2.4 Statement of Confidentiality Form

Pass or fail. No points assigned

5.2.5 Insurance

Pass or fail. No points assigned

5.2.6 Request for Taxpayer Identification Number and Certification (W-9)

Pass or Fail – No points assigned.

5.2.7 Cost

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

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

5.2.8 Oral Presentation/Interview (if required)

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

APPENDIX A
REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM
RFP #.15-031MM-AM
LINE SPOTTING SERVICES

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

The acknowledgement of receipt form should be signed and returned to the Procurement Manager no later than close of business on November 5, 2014; however acknowledge of receipt forms may be accepted after that date but must be received prior to award. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive information regarding all offeror's written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to www.aps.edu/procurement and click on "See Current Bids and RFPs" link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

FIRM: _____

REPRESENTED BY: _____

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

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

ADDRESS: _____

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

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposals.

Michael Madrid, CPPB
Construction Buyer
Albuquerque Public Schools
915 Locust, Rm.7
Phone number (505) 848-8826 / Fax number (505) 842-4608
E-mail: michael.madrid@aps.edu

APPENDIX B

1. Letter of Transmittal Form

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

_____ On behalf of the submitting organization named in Item #1, above, I accept the Conditions
Initial Governing the Procurement as required in Section II, Paragraph 2.3.1.

_____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors
Initial contained in Section V of this RFP.

_____ **I acknowledge receipt of any and all amendments of this RFP.**
Initial

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

APPENDIX C

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

**RFP #.15-031MM-AM
LINE SPOTTING SERVICES**

4. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain during the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than November 25, 2014, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.

5. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.

6. Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Signature of Offeror: _____ Date _____

APPENDIX D

PRICING FORM

**RFP #.15-031MM-AM
LINE SPOTTING SERVICES**

The following hourly rate not including New Mexico Gross Receipts Tax for Line Spotting services.

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

	CATEGORY	HOURLY RATE
1.	Lead Utility Locating Technician	\$_____Hr.
2.	Utility Locating Technician	\$_____Hr.
3.	Surveyor	\$_____Hr.
4.	Traffic Control Technician	\$_____Hr.
5.	Grand total for items 1-4	\$_____

Offeror's Name:_____

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP #.15-031MM-AM LINE SPOTTING SERVICES

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX F

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

**RFP #.15-031MM-AM
LINE SPOTTING SERVICES**

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX G

Resident Veterans Preference Certification
RFP #.15-031MM-AM
LINE SPOTTING SERVICES

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

Please check one box only

Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate"

"In conjunction with this procurement and the requirements of this business" application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) "

(Date)

*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

APPENDIX H

OFFEROR INFORMATION/SIGNATURE PAGE

**RFP #.15-031MM-AM
LINE SPOTTING SERVICES**

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

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

ALTERNATE CONTACT _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ALTERNATE SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

APPENDIX I
SUBMITTALS CHECK OFF LIST

RFP #.15-031MM-AM
LINE SPOTTING SERVICES

	Appendix	Volume #1 Yes/No	Form Submitted & Signed Yes/No
1.	Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed)		
2.	Letter of Transmittal Form (Appendix B)		
3.	New Mexico Employees Health Coverage Form (Appendix C)		
4.	Fee Response Form (Appendix D)		
5.	Campaign Contribution Disclosure Form (Appendix E)		_____
6.	Conflict of Interest and Debarment Form (Appendix F)		_____
7.	Statement of Confidentiality Form(Appendix G)		_____
8.	Resident Veterans Preference Certification (Appendix H)		_____
9.	Offeror Information/Signature Page (Appendix I)		_____
10.	Submittal Check off List (Appendix J)		_____
11.	Proof of Insurance		_____
12.	Request for Taxpayer Identification Number and Certification (W-9) (Attachment 1)		_____
13.	Liability Insurance and Professional Liability Insurance (If applicable)		_____
14.	Addendum(s) (if applicable) (E-mail replies are unacceptable in this case.)		_____

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

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

____ (Initial) All documents as indicated in the RFP are included; the required number of copies have been provided as indicated in Section 3.4.1; verified that pages are accounted for and numbered according to section; and all forms are signed and placed in the appropriate volume(s).

 Offeror Company Name

 Authorized Printed Name

 Authorized Signature

 Date