



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

## RFP # 19-018KN

### RFP TITLE: Material & Geotechnical Testing

#### RFP Schedule

Action	Date & Time
RFP Issued	9/28/18
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	10/10/18 @ 5:00pm (local time)
RFP Due Date and Time	10/25/18 @ 2:00pm (local time)
<b>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.</b>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

#### RFP Buyer Contact Information

<b>Name</b>	Robert Russell
<b>Phone Number</b>	505/878-6123
<b>E-Mail</b>	Russell_R@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

#### RFP Submittal Location

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

#### RFP Term

Per §13-1-154.1 NMSA 1978, one (1) year contract, plus additional one-year extensions, not to exceed a total of four (4) years. Total contract amount not to exceed six million dollars (\$6,000,000) over the four year period and any one purchase order under the contract may not exceed five-hundred thousand dollars (\$500,000).
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# **PROPOSER'S GENERAL INSTRUCTIONS**

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

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

Offerors should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP. Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

Offerors may contact **ONLY** the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Offerors **MAY NOT** contact other district departments or employees. Any contact with a district department or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

Any contact during this RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.

2. **ELECTRONIC RFP DOCUMENTS.** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS shall govern.
3. **FORMS AND ATTACHMENTS.** It is the responsibility of every offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Offerors should revisit the website (<http://www.aps.edu/procurement> then select "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.

Offeror shall submit one (1) original proposal, clearly marked ORIGINAL, five (5) identical copies, clearly marked COPY, and one (1) identical electronic copy, clearly labeled with RFP number and Offeror's name. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

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.

4. **CORRECTIONS.** Corrections shall be initialed in ink by the person signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

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

5. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

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

“Agency” shall mean Albuquerque Public Schools (APS)

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

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

“Contractor” shall mean the successful Offeror.

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

“Design Professional” shall mean architect or engineer.

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

“Engineering 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.

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

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

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

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

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

“Owner” shall be Albuquerque Public Schools.

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

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

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

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

# **TERMS AND CONDITIONS**



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

2. for Convenience

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

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

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

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

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

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

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

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

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

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

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

11. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
13. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
14. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
15. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
16. **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 proposal shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
17. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
18. **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.
19. **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.
20. **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.
21. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.
22. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
23. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of APS.

24. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.

## **PROTESTS**

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

# **SCOPE OF WORK**

# OVERVIEW

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

# RFP SCHEDULE

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

# SCOPE OF WORK

Albuquerque Public Schools (APS) is requesting proposals for material and geotechnical testing services on an as needed basis.

All services required by this proposal will necessitate close communication and coordination with APS staff as well as other APS contractors.

During the term of the contract, various projects will be identified and each individual project requiring the assistance of the contract engineer shall have a scope of work provided by APS. The contracted firm shall provide a written estimate of the total hours required for the individual project. This shall be submitted to the requesting department and the APS Procurement Department shall issue a Purchase Order prior to beginning any work. All available drawings, specifications, reports, and any other specialized engineering or design data held by APS may be made accessible as necessary. APS will also give prompt notice of any defects in a project it may become aware of and will advise the contracted firm of any change in the scope or quality of the project in a timely manner.

Specific projects which may be initiated during the life of this contract are unknown, or even if potentially identified, subject to change in scope. The range of projects represented by this contract may vary from a one-time inspection to major design. 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, etc. may be factors in determining which firm is chosen. APS also reserves the right to procure specific engineering or professional services for any particular project separately.

The successful contracted engineer(s) must also be aware of the 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 of APS buildings as they enter and leave a campus.

A copy of all designs, drawings, and other materials that are the property of APS shall be given to APS. Construction Drawings for these projects are to be provided to APS in accordance with version 5 of the U.S. National CAD Standard. Upon completion of any project, the electronic CAD files of the construction drawings formatted in accordance with version 5 of the U.S. National CAD Standards must also be provided. Said documents will be considered as project specific and will not be otherwise used without the permission of the design professional.

**LEED/Energy Efficiency:** APS 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 V4 Rating System. These include preparation of environmental site assessments and sound testing. APS will pursue a minimum of LEED Silver certification for any new stand-alone building. Pursuing LEED certification will be considered on all other projects (remodels/additions/renovations/etc.) Additionally, APS maintains its own electrical, mechanical, as well as other, standards which must be followed and are not at the discretion of the engineering firm. Copies of the current standards are available on the Facilities, Design & Construction (FD&C) website:

<http://apsfacilities.org> .

**Errors and Omissions Insurance:** Your response must include a current certification of professional liability (error and omissions) in the amount of at least \$1,000,000 per occurrence/aggregate. If your certificate will be mailed separately by your agent or otherwise delivered outside of your proposal package, please note that in your response. If your certificate cannot be accounted for by the official deadline for proposals, your proposal will be deemed non-responsive. Your firm will also be required to maintain said professional liability for a minimum of three (3) years from the date of substantial completion including all change orders.

If you do not currently carry this amount of insurance, send proof of your coverage as it exists now. Upon award, you will be required to provide the additional amount prior to beginning any work. Please provide a statement indicating that you understand this requirement and will or will not comply.

**Project Management Software:** The successful Offeror shall purchase, at the Offeror's expense, a seat license for APS's Project Management Software (e-Builder). One license may be used for all projects on which the Offeror participates, and the license must be renewed annually. APS will provide training on the use of the project management software. Further, the successful Offeror is required to work with APS staff to ensure that all project communication, correspondence, submittals, change orders, pay requests, etc. are submitted, maintained and managed through this platform.

# **EVALUATION CRITERIA**



# **EVALUATION CRITERIA**

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

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

	<b>Possible Points</b>	<b>Points This RFP</b>
Specialized Design & Technical Competence of the Business	25	
Capacity & Capability of the Business	20	
Past Record of Performance on Contracts	35	
Proximity to or familiarity with the area in which the project is located	10	
Amount of design work that will be produced by a New Mexico business within the state	10	
<b>Total Points</b>	<b>100</b>	
<b>Interviews</b> (if held)	100	
<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 & Revenue Department.	5	
<b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> <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>	100-210	

<b>REQUIRED ATTACHMENTS</b>	
Letter of Submittal	
Offeror's Information Form	
Errors and Omissions Insurance	
Hourly Billing Rate Categories (See form on page 23.) <i>Fees are to be in line with the State of New Mexico Architect Rate Schedule. (Attachment A)</i>	
Resident or Resident Veterans Preference Certificate	
Campaign Contribution Disclosure Form	
Conflict of Interest and Debarment/Suspension Form	

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

# **SUBMITTAL REQUIREMENTS**

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

The Offeror is particularly encouraged to address all points that will be evaluated as described herein.

## **Technical Proposal Format**

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

**Proposals shall not exceed 30 pages total. Each sheet face that is printed with text or graphics counts as one page.**

The following are **not** included in the page count:

- **Front cover**
- **Table of Contents**
- **Dividers**
- **Letter of Submittal (form)**
- **Offeror's Information Form**
- **Errors and Omissions Insurance Certificate**
- **Hourly Billing Rate Categories**
- **Resident or Resident Veterans Preference Certificate**
- **Campaign Contribution Disclosure Form**
- **Conflict of Interest and Debarment/Suspension Form**
- **Statement of Confidentiality Form**
- **Back Cover**

**Any response that exceeds the referenced page limitation shall have a deduction of 20 points.** If there are any questions regarding format requirements, please contact the APS Procurement Contact prior to submission of Documents.

## **Tabs/Evaluation Categories:**

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 6, as shown below. Pages within each Tab shall be numbered consecutively.

## **Proposal Contents:**

### **TAB 1 – Required Attachments**

Required attachments can be found at the end of this document on pages 22 – 28.

\*\*\*Please note: some required attachments are not forms and should be documents produced by the Offeror.

### **TAB 2 – Specialized Design & Technical Competence of the Business**

#### **Provide the following information:**

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.

### **TAB 3 – Capacity & Capability of the Business**

#### **Provide the following information:**

Provide information about the business that demonstrates 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. Provide an organization chart of the management team & brief resumes for each key project team member. Demonstrate or indicate project team organization and working relationships including the extent to which key personnel have worked together as a team on projects of similar or greater magnitude and on projects of the same nature. Other items could include references from clients, financial institutions and insurance carriers. Address reliable staffing sources/project staffing.

### **TAB 4 – Past Record of Performance on Contracts**

#### **Provide the following information:**

Demonstrate through historical documentation and project examples that the firm has the ability to meet schedules and budgets, as well as user program goals and final construction project costs. Describe the technical approach to project management that is intended to ensure that tasks are executed within cost, schedule, and quality goals. Include information regarding owner budgets, construction estimates, bidding and completing 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.

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

### **TAB 5 – Proximity to or familiarity with the area in which the project is located**

#### **Provide the following information:**

Demonstrate familiarity with APS as the client and owner, as well as familiarity with local codes/statutes, climate/soil conditions, LEED Design requirements, APS Design Standards and Guidelines, and familiarity with e-Builder.

If your firm is located outside the greater Albuquerque area, demonstrate through narrative, graphics or maps your ability to respond quickly to on and off-site requirements for design, construction, and administration of the project. Indicate strategy and/or any associated local consultants who could enhance the firm's ability to provide timely responses and special expertise to project needs.

### **TAB 6 – Amount of design work that will be produced by a New Mexico business within the state**

#### **Provide the following information:**

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

# PROPOSAL 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.**

Ensure the following RFP information is clearly labeled on the **very outer envelope (please note: if you put your sealed proposal inside of a FedEx, UPS, etc. envelope, all of this information must be written on that outer envelope as well)** of your **sealed** proposal: **Offeror's Business Name**, RFP Number & Title, Opening Date & Time, Proper Delivery Address (see cover page).

**Your response shall not exceed thirty (30) single sided pages.**

- \_\_\_ Tab 1      **Required Attachments**
  - \_\_\_ Letter of Submittal
  - \_\_\_ Offeror's Information Form
  - \_\_\_ Errors & Omissions Insurance Certificate
  - \_\_\_ Hourly Billing Rate Categories
  - \_\_\_ Resident or Resident Veteran Preference Certificate
  - \_\_\_ Campaign Contribution Disclosure Form
  - \_\_\_ Conflict of Interest and Debarment/Suspension Certification Form
  - \_\_\_ Statement of Confidentiality
- \_\_\_ Tab 2      **Specialized Design & Technical Competence of the Business**
- \_\_\_ Tab 3      **Capacity & Capability of the Business**
- \_\_\_ Tab 4      **Past Record of Performance on Contracts**
- \_\_\_ Tab 5      **Proximity to or familiarity with the area in which the project is located**
- \_\_\_ Tab 6      **Amount of design work that will be produced by a New Mexico business within the state**

# **REQUIRED ATTACHMENTS**

# LETTER OF SUBMITTAL FORM

**Submit with your proposal**

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

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


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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

# BILLING RATE CATEGORIES

NOTE: Each pricing category referenced in this section must have an amount in order to be considered. Any offer submitted with an incomplete pricing matrix will not be eligible for consideration.

Item	Description	UOM	Unit Price
1	SUPPORT SERVICES		
1a	Drill rig – Hollow stem Auger	Hourly	\$
1b	Draftsman	Hourly	\$
2	MATERIALS TESTING SERVICES		
2a	Special Inspector ICBO (Structural Masonry, Reinforced Steel, Sprayed on Fireproof Materials, Post Tensioning, etc.)	Hourly	\$
2b	Senior Engineering Technician	Hourly	\$
2c	Engineering Technician	Hourly	\$
2d	Laboratory Sample Preparation	Hourly	\$
3	SOILS		
3a	Field sampling and on-site moisture density tests by Engineering Technician (2 hours minimum per trip)	Hourly	\$
3b	Overtime for Engineering Technician (over 8 hours per day, before 7am and after 5pm and all day on Saturday and Sunday)	Hourly	\$
NOTE: The above rates to include all density tests performed. Project specifications may require a special inspection, which shall be charged at the appropriate rate.			
3c	Mechanical Sieve Analysis 3” -#200 (Gradation) (ASTM C136, C117)	Each	\$
3d	Atterberg Limits (ASTM D-4318)	Each	\$
3e	Modified or Standard Proctor with Sieve Analysis, Atterberg Limits & Soil Classifications (ASTM D-1557, ASTM D-698)	Each	\$
3f	Moisture content (natural, insitu, penetration) (ASTM D-2216)	Each	\$
3g	Laboratory Density/Unit Weight & Moisture	Each	\$
3h	Soil Specific Gravity (ASTM D-854)	Each	\$
3i	California bearing ratio (CBR) including proctor of soil (ASTM D-1 883)	Each	\$
3j	Expansion index (ASTM D-4829)	Each	\$
3k	R-Valve (ASTM D-2844)	Each	\$
3l	One Dimensional Consolidation (ASTM D-2435)	Each	\$
3m	Per load increment	Each	\$
3n	Triaxial shear CU with pore pressure 3 points (ASTM D-4767)	Each	\$
3o	Permeability – falling head (D-5856, constant head D-2434) undisturbed	Each	\$
3p	Remolded	Each	\$
3q	Pinhole dispersivity (ASTM D-4647)	Each	\$
3r	Undisturbed	Each	\$
3s	Remolded	Each	\$
3t	Unconfined Compression (ASTM D-2166)	Each	\$
3u	Direct Shear (ASTM D-3080) per point	Each	\$
3v	Relative Density (ASTM D-2049)	Each	\$
3w	Hydrometer – Double with Specific Gravity (ASTM D-4221)	Each	\$
3x	Hydrometer (Particle size analysis) (ASTM D-422)	Each	\$
3y	Potability	Each	\$
3z	PH (ASTM G-51)	Each	\$
3.1a	Organic Carbon Content (D-2974)	Each	\$
3.1b	Resistivity (Lab Specimen Only) ASTM method ASTM G-57 (Miller Box)	Each	\$
3.1c	COA Base Course Mix Design – Section 302	Each	\$

Item	Description	UOM	Unit Price
4	CONCRETE		
4a	Field sampling of fresh concrete for slump, air, and molding cylinders by Engineering Technician (1 hour minimum per trip)	Hourly	\$
4b	Overtime for Engineering Technician (over 8 hours per day, before 7am and after 5pm, and all day Saturday and Sunday)	Hourly	\$
4c	Cylinder compressive strength (ASTM C-61 7, C C-34)	Each	\$
4d	Hold Cylinder (not tested)	Each	\$
4e	Cylinder compressive strength (made by others)	Each	\$
4f	Lean fill cylinders compressive strength	Each	\$
4g	Mortar Cubes (ASTM C-109)	Each	\$
4h	Guniting cylinder compressive strength	Each	\$
4i	Grout prisms (ASTM C-1 01 9)	Each	\$
4j	Slab Moisture – Vaprecision Kits	Each	\$
4k	Core compressive strength (includes sample preparation)	Each	\$
4l	Concrete Mix Design	Each	\$
4m	Verification of Mix Design	Each	\$
4n	Flexural Strength of Concrete (ASTM C-78)	Each	\$
4o	Flexural Strength of Concrete (Hold – Not Tested)	Each	\$
4p	Density & Volids, Absorption of Hardened Concrete (set of 4) (ASTM C-642)	Each	\$
4q	Levelness/Flatness Testing of Concrete Floor Slabs	Each	\$
5	SOIL CEMENT		
5a	Soil Cement Mix Design	Each	\$
5b	Freeze Thawing of Soil Cement (D-560)	Each	\$
5c	Cement Content by Titration (C-1 078)	Each	\$
5d	Set-up and Calibration of Titration Testing	Each	\$
5e	Heat of Neutralization	Each	\$
5f	Set-up and calibration for Heat of Neutralization Testing	Each	\$
5g	Soil Cement Unit Weight, Sieve Analysis of Moisture	Each	\$
5h	Soil Cement Compressive Strength (C-39)	Each	\$
6	BRICK		
6a	Compressive Strength	Each	\$
6b	Flexural Strength	Each	\$
6c	Absorption	Each	\$
7	BLOCK (CMU)		
7a	Compressive Strength	Each	\$
7b	Absorption	Each	\$
7c	Masonry Prisms Units	Each	\$



Item	Description	UOM	Unit Price
8	ASPHALT		
8a	Field Sampling On-Site Density Tests by Engineering Technician (1 hour minimum per trip)	Each	\$
8b	Overtime for Engineering Technician (over 8 hours per day, before 7am and after 5pm, and all day on Saturday and Sunday)	Each	\$
8c	Asphaltic Cement Content by Binder Ignition Method (D-6307)	Each	\$
8d	Sieve Analysis of Aggregate from Bituminous Material (D-5554)	Each	\$
8e	Strip Test	Each	\$
8f	Fracture Face Count (2 Faces Bituminous Materials)	Each	\$
8g	Retained Stability	Each	\$
8h	Marshall Testing of 1 set of 3 Specimens (D-6926, D-6927)	Each	\$
8i	Asphaltic Cement Content by Binder Ignition Method, Sieve Analysis, 1 Set of 3 Marshall with maximum Theoretical	Each	\$
8j	Flat & Elongated (3:1 Ratio) of Asphaltic Aggregate (D-4791)	Each	\$
8k	Asphalt Mix Design, Method without Asphalt Binder Test Properties (4 points)	Each	\$
8l	Length and Density of Asphalt Core Specimens	Each	\$
8m	Maximum Theoretical Density (Rice Method)	Each	\$
8n	Slurry Seal – Extraction, Sieve Analysis, Moisture	Each	\$
8o	Super Pave – Binder Ignition, Sieve Analysis, Maximum Theoretical, Gyrotory Compactor Specimens	Each	\$
8p	Relative Density of HMA Specimens by Means of Gyrotory Compactor (ASTM D-6925)	Each	\$
9	AGGREGATE LABORATORY TESTING		
9a	Field Sampling by Engineering Technician (1 hr. min.)	Each	\$
9b	ATB – Sieve Analysis, Extraction, Unit Weight, and Unconfined Compressive Strength	Each	\$
9c	Sieve analysis of fine and coarse aggregates (ASTM C-1 36)	Each	\$
9d	Coarse (3” -#4)	Each	\$
9e	Fine (#4- #200)	Each	\$
9f	Fracture Face Count from Sieve Analysis of Coarse Aggregate 3” - #4 (ASTM D-2851)	Each	\$
9g	Flat and Elongated Particles from Sieve Analysis of Coarse Aggregate 3” -#4 (ASTM D-4791)	Each	\$
9h	Fine Aggregate Angularity (ASTM C-1 252) Soundness Loss of Aggregate by use of Magnesium or Sodium Sulfate (ASTM C-88)	Each	\$
9i	Coarse Aggregate	Each	\$
9j	Fine Aggregate	Each	\$
9k	Los Angeles Abrasion (ASTM C-1 31)	Each	\$
9l	Los Angeles Abrasion (ASTM C-535)	Each	\$
9m	Sample Preparation	Each	\$
9n	Unit Weight and voids in aggregate (ASTM C-29)	Each	\$
9o	Specific Gravity and Absorption	Each	\$
9p	Coarse (ASTM C-127)	Each	\$
9q	Fine (ASTM C-128)	Each	\$
9r	One-Site Field Rip-Rap Sieve Analysis	Each	\$
9s	Sand Equivalent Value of Soils and Fine Aggregates (ASTM C-142)	Each	\$
9t	On-Site Field Flat and Elongated	Each	\$
9u	Concrete and Asphalt Coring by Engineering Technician ( <b>This rate includes coring equipment and bit wear</b> )	Each Core	\$
9v	Overtime for Concrete and Asphalt Coring	Each Core	\$
9w	Freeze Thaw Aggregate	Each	\$

<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
9	AGGREGATE LABORATORY TESTING (CONTINUED)		
9x	Aggregate Alkali Reactivity (C-289-94)	Each	\$
10	WELDING AND BOLT TORQUE TESTING		
10a	AWS/Certified Welding Inspector Visual Inspection	Each	\$
10b	Ultrasonic Testing	Each	\$
10c	Magnetic Particle Testing	Each	\$
10d	Dye Penetrant Testing	Each	\$
10e	Bolt Torque Testing	Each	\$
10f	Plumbness/Alignment Verification	Each	\$
10g	Rockwell Hardness Testing	Each	\$
		<b>TOTAL</b>	<b>\$</b>

# OFFEROR'S INFORMATION FORM

Date of Proposal: \_\_\_\_\_

New Mexico State License No. \_\_\_\_\_

Resident Contractor's Preference Certificate No. \_\_\_\_\_

Veteran Resident Contractor Preference Certificate No. \_\_\_\_\_

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

Contractor's New Mexico Gross Receipts Tax No. \_\_\_\_\_

Contractor's Federal Employee Identification No. \_\_\_\_\_

Proposal of (Company name): \_\_\_\_\_

Engineering disciplines proposed: (check all that apply)  Civil  Electrical  Mechanical  Structural  Surveying

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

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

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

Addendum No: \_\_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_\_, dated \_\_\_\_\_

Addendum No: \_\_\_\_\_, dated \_\_\_\_\_, Addendum No: \_\_\_\_\_, dated \_\_\_\_\_

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

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

Respectfully Submitted,

By: (Authorized Signature) \_\_\_\_\_ Date: \_\_\_\_\_

By: (Same name, printed or typed) \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

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

Affix Corporate Seal if proposal is by Corporation)

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

– OR –

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position) Offeror Business Name



# CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

## CONFLICT OF INTEREST

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

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

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

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



Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**ALBUQUERQUE PUBLIC SCHOOLS**  
**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