



**REQUEST FOR PROPOSALS
FOR
On Demand Qualification-Based LEED
Certification Consulting Services**

Issue Date: October 11, 2013

RFP # 14-025MM-AM

For Contract Agency: Albuquerque Public Schools

**Contact Person: Michael P. Madrid CPPB, Construction Buyer
Offsite Procurement Office
Lincoln Complex, Room 7
Address: 915 Locust Street SE
City/State/Zip: Albuquerque, NM 87106**

Telephone: 505-848-8826 Fax: 505-842-4608 E-Mail: michael.madrid@aps.edu

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: October 25, 2013, TIME: 2:00 P.M. Local Time

DELIVER TO: Contact person listed above

The date and time received will be stamped on the proposals by the District offices. Late Proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposals are delivered on time to the correct address.

ALBUQUERQUE PUBLIC SCHOOLS

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Albuquerque Public Schools (APS) is requesting proposals for On Demand Qualifications-Based LEED Certification Consulting Services to perform the scope of work described herein. All potential offerors are encouraged to read this request for proposals carefully, especially mandatory requirements. .

B. PROJECT CONTACTS

Any questions concerning the selection process for this Request for Proposals should be submitted to the Procurement Manager listed below. Technical questions regarding the scope of work should be submitted to the District Representative.

Name: Michael Madrid CPPB
Title: Construction Buyer
Address: APS Off-Site Procurement Office, Room 7
915 Locust Street SE
Albuquerque, NM 87106
Telephone: 505-848-8826
Fax Number: 505-842-4608
Email: michael.madrid@aps.edu

For technical questions regarding the scope of work:

District Representative:

Name: Karen Alarid, AIA
Title: Executive Director Facilities Design & Construction
Address: 915 Oak Street, SE
Albuquerque, NM 87106
Telephone: 505-848-8810
Fax Number: 505-246-9020
Email: alarid_k@aps.edu

C. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this request for Proposal (RFP), including appropriate abbreviations.

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

“Design Professional” is the legal entity qualified to do business in the State of New Mexico that employs an individual or individuals licensed to practice the discipline or disciplines for the services to be performed under this Agreement.

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

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

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

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

“Contractor” means successful Offeror awarded the contact.

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

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

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

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

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

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

APS will pursue a minimum of LEED Silver Certification on construction of any new stand-alone APS building.

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

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

“Proposal” is the Offerors response to this RFP.

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

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

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

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

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

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

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

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

The terms “must,” “shall,” “will,” “is required,” or “are required” identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal.

The terms “can,” “may,” “should,” “preferably,” or “prefers” identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and the final decision or rejection will be made by the Committee Chairman.

D. BACKGROUND INFORMATION

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 89,602 APS students plus 5,000 charter school students and 12,451 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools.

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.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Estimated Date</u>
1.	Issue RFP	October 11, 2013
2.	Return of acknowledgement of Receipt Form for Distribution List	October 16, 2013
3.	Deadline To Submit Additional Questions	October 17, 2013 @ 12:00 p.m.
4.	Response to Written Questions/RFP Amendments	October 18, 2013
5.	Submission of Proposal	October 25, 2013 @ 2:00 p.m.
6.	Proposal Evaluation	TBD
7.	Multiple Award	TBD

8.	Pre-Interview meeting	TBD
9.	Notice of Finalists	TBD
10.	Interviews with Finalists	TBD
11.	Notice of Award	TBD
12.	Contract Negotiations	TBD
13.	APS School Board Approval	TBD

B. EXPLANATION OF EVENTS

1. **Issue of RFP** - This RFP is being issued by the District in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978.

2. **Return of Acknowledgements of Receipt of Form for Distribution List** - Potential Offerors **should** hand deliver, e-mail or by registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix E) to have their organization placed on the procurement distribution list. This form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager not later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name shall be dropped from the procurement distribution list. Written responses to written questions and any RFP amendments will be emailed to Offerors on the distribution list.

3. **Deadline to Submit Additional Questions/Clarifications** - Potential Offerors **may** submit additional 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. Between the time of issuance of the RFP and the submission deadline, prospective Offerors are encouraged to call the District Representative concerning any questions about the scope of the work or the RFP schedule.

Prospective Offerors are also encouraged to visit with the District Representative. After the proposal submission due date, the Offerors are not allowed any contact with the Users or FD&C staff other than meetings scheduled by the District Representative.

4. **RFP Amendments** Should an amendment to this RFP be deemed necessary between the issuance of the RFP and the proposal submission deadline, it will be distributed in writing. 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, e-mailed or returned by facsimile or by registered or certified mail by the date indicated thereon.

5. **Submission of Proposals**

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 October 25, 2013. **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, Room 7
915 Locust Street, SE
Albuquerque, NM 87106
Telephone: 505-848-8826
Fax Number: 505-842-4608
Email: michael.madrid@aps.edu

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the Professional Architectural Services RFP. 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.

Proposals will be reviewed, for completeness and compliance with requirements, by the Selection Committee, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that Determination.

6. **Proposal Evaluation/Short listing** - The evaluation of proposals will be performed by the Selection Committee 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.

It is at the Selection Committees sole discretion to hold interviews with the firms with the highest scored proposals. The Selection Committee may award the selection based on results of the short listing. If fewer than three proposals are received the Selection committee may recommend an award or direct that the RFP be reissued.

7. **Multiple Awards** – The District reserves the right to award a contract to more than one Offeror.

The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to APS, taking into consideration the specified evaluation criteria and/or any other pertinent factors. APS reserves the right to waive technical irregularities in the form of the bid or proposal of the low bidder or offeror which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offer. APS shall provide a written determination showing the basis for the award, which shall become a permanent part of the procurement file.

The contents of any proposal shall not be available to competing offerors or any other person without a lawful interest during the negotiation process or until the contract is awarded. Upon award, unless exempted under the confidentiality provision, all proposals are open and available for public inspection.

The schedule of payment will be as agreed upon during final negotiations or upon receipt of good/service as applicable. All proposals will be considered valid for a period of 90 days unless otherwise stated by the offeror.

Once awarded, any contract issued as a result of this solicitation will be the final expression of the agreement between the parties and may not be altered, changed or amended except in writing. The contract between APS and the successful offeror shall be deemed to contain the terms and conditions of this request for proposal, unless expressly stated otherwise in writing.

Any offeror who is aggrieved in connection with an award or any other procurement action may protest to the Albuquerque Public Schools Procurement Division. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

8. **Pre-Interview Meeting (if held)** – Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. The pre-interview meeting may be held by the District Representative, to answer questions from the short listed firms about the interview process. Also, at the Pre-Interview meeting, the Selection Committee may issue, through the District Representative, the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the committee.
9. **Notice of Finalists (if held)** – Each responsive Offeror will be notified in writing as to the results of the short listing. This notice will include the overall scores awarded by the Selection Committee for all proposals submitted and will note firms selected for interviews. In general, the Selection Committee attempts to mail notices two weeks prior to the interview date. A public log will be kept with the names and overall scores of all Offerors short listed for interviews.
10. **Interviews with Finalists (if held)** – For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the office of the District. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points. The points will be equally divided between the prepared questions and points will be allocated by each member. Each member's point totals will be totaled together to determine the overall scoring of firms for the interview.
The firm(s) with the highest combined scores from shortlist and interview (if held) may be awarded the selection.
- 10(a). **District Rights** - The District may reserve the right to make multiple awards depending on the expertise, technical capabilities or capacity of the Offerors to perform the work within the timelines required for the work to be accomplished.

In the case of multiple projects, the successful firms will be called in to select a project. The district reserves the right to assign projects.

11. **Notice of Award** – The District will notify finalists in writing of the final award(s). This notice will include the interview scores of firms and final combined scores for the project award(s). At this time, all proposals that were submitted are open for public inspection for a period of 30 days after the award.
12. **Contract Negotiations** – The Owner and the successful Offeror(s) will begin contract negotiations as soon as possible after notice of award. The APS Standard agreement between Owner and Design Professional is available on the Facilities Design & Construction website at <http://apsfacilities.org>. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next highest scored firm based on final scoring.
13. **APS School Board Approval** – The award is not final until approved by the APS School Board.

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed

1. **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 Protestant 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

Name Mark Heckart, C.P.M.
Title Executive Director, Procurement
Address: Albuquerque Public Schools
 6400 Uptown Blvd. NE, Suite 600W
 Albuquerque, NM 87110
Telephone: (505) 878-6112
Fax No: (505) 830-1161
E-Mail: Heckart_m@aps.edu

Protests received after the deadline will not be accepted.

2. **Incurring Cost** - 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.

3. **Subcontractors** - All work that may result from this procurement must be performed by the contractor for payments will only be made to the contractor. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, subcontracting of work is not acceptable.
4. **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. District personnel will not collate or assemble proposal materials.
5. **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.
6. **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.

7. **Termination** - This RFP may be cancelled 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.

APS may by written notice cancel contract for contractor’s default in whole or in part, at any time contractor refuses or fails to comply with the provisions of the contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase of otherwise secure item(s) or service(s) and, except as may be otherwise provided; contractor shall be liable to APS for any excess costs occasioned thereby.

If after notice of cancellation for default, APS determines that the contractor was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the contractor, cancellation shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet requirements.

APS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

If APS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, APS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

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

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

9. **Standard Contract** – The Owner will use the APS document Form APS 2008-dp AND DP/B, Agreement between Albuquerque Public Schools and the LEED Consulting Professional, which is available on the FD&C website at <http://apsfacilities.org>.

10. **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.

11. **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.

12. **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.
13. **Release of Information** – Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
14. **Project Reporting** – In addition to planning and program meetings with the Owner, Owner representative and User Agency Representative as needed, the Offeror is expected make periodic site visits as needed during the design and construction phases, and to report the status of their progress/process to the owner at least monthly. These requirements may be further modified by specific contract agreement.
15. **Ownership of Documents** – The LEED CONSULTING PROFESSIONAL Contract will require that all reports, forms and supporting documents, as well as any drawings, specifications and project documents, become and remain the property of the Owner. The LEED CONSULTING PROFESSIONAL contract has certain requirements as to the rights and responsibilities of the Owner and the LEED Consulting Professional.

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

16. **Clarifications from Offerors** – The LEED CONSULTING PROFESSIONAL Selection Committee or designee, after review of the proposal and/or Interview may request clarifications on information submitted by any and all offerors.
17. **Public Meetings** – APS requires community involvement in its various building projects; therefore, the successful firm(s) must be prepared to make presentations to and interact with the school board, school staff and community as necessary.
18. **Document Review Meetings** – The LEED Consultant may be required to attend review meetings at FD&C at various stages of the project.
19. **Construction Schedule** – The course of the construction will be carefully coordinated by the Design Architect to insure the completion of the project in a timely manner. The LEED Consultant must be keenly aware of the construction schedule and coordinate all efforts under their contract to be timely and effective.
20. **APS Project Management** – The School District will assign an in-house staff architect, staff engineer or construction manager to serve as Project Manager.
21. **APS Approvals** – APS involvement and approval will be required for problem resolution, change orders and all other matters pertinent to the project.
22. **Project Management Software** – FD&C has purchased and is currently using project management software- e-Builder - to track and manage construction projects. The successful

offeror will be required to purchase and maintain for the life of the contract at least one user license as part of basic services. The project management system company will facilitate the user license acquisition.

23. **LEED/Energy Efficiency** – Albuquerque Public Schools has a continuing interest in increasing the energy efficiency and decreasing the negative environmental impact of new school buildings. To that end, the successful firm must be prepared to address these issues as they relate to the USGBC LEED Building Design & Construction Rating System (“Schools” criteria). APS will pursue a minimum of LEED Silver certification for any stand-alone building. The Governor of New Mexico has also signed the “Green Buildings Standards” which will impact building design and use. Additionally, APS maintains its own electrical, mechanical and other Design Standards which must be followed and are not at the discretion of the architectural firm. Copies of the current standards are available on the FD&C website at <http://apsfacilities.org>.
24. **RECORDS, STATUTES** – Records shall be maintained by the successful Offeror as required by applicable municipal, federal or state laws, ordinances, codes, and any contract arising from this solicitation. At any time during normal business hours and as may be deemed necessary, there shall be made available to APS for examination all of contractor’s records relevant to this or any subsequent agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

The proposal and any subsequent contract are to be governed by the laws and statutes of the state of New Mexico. Any provision required to be included in a contract of this type by an applicable valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

25. **INDEMNIFICATION** – Offeror agrees to defend, indemnify, and hold harmless APS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.
26. **CONFLICT OF INTEREST** – Offeror warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or beach of this warrant, APS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation. Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal

penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Only one proposal may be submitted by each individual entity, which is the subject of this RFP.

B. NUMBER OF COPIES

Offerors shall provide one original (1) and six (6) 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.

C. PROPOSAL FORMAT

Page format shall be 8 ½” 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 20 pages. Each sheet face that is printed with text or graphics counts as one page.

The following items will not be counted as part of the 20 page limitation:

- Front cover (blank on back side)
- Submittal Letter (one page maximum)
- Table of Contents page (one page maximum)
- Divider Pages
- Campaign Contribution Disclosure Form (Appendix A)
- CEC Partnership Notice of Interest (Appendix B)
- Resident Preference (Certificate Required)
- Resident Veterans Preference Certification Copy of Certificates is required with proposal (Appendix C)
- NM Employees Health Coverage Form (Appendix D)
- Acknowledgement of Receipt Form to be submitted by October 16, 2013 (Appendix E)
- Conflict of Interest and Debarment/Suspension Certification Form (Appendix F)
- Offeror Information/Signature Page (Appendix G)
- Certificate(s) of insurance
- Pricing
- Back cover (blank on one side)

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.

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. Provide tabs for each evaluation criterion
2. **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;
 - f. Contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP;
 - g. Contain a statement indicating a commitment to comply with the current LEED accepted version of ASHRAE IES STANDARD, 90.1, Energy Efficiency Design of New Buildings as well as the version required by State and local codes, if different. Also commit to compliance with the New Mexico Model Energy Code, and acknowledge that designs will incorporate water conserving fixtures and features;
 - h. 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;
 - i. Contain a statement indicating a commitment to LEED and in achieving a LEED Silver Certification for any stand-alone APS building.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Albuquerque Public Schools (APS) is the nation's 31st largest school district covering a 1200 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 89,602 APS students plus 5,000 charter school students and 12,451 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools. Within the district framework, the Department of Facilities, Planning and Construction (FD&C) handles all new construction and major remodeling projects. Maintenance and Operations (M&O), handles the APS physical plant, repairs and maintains all mechanical systems including heating, cooling, plumbing and electrical work. Independent outside architects, engineers and other contractors and consultants are routinely selected via the RFP/Bid process for work on specific projects or to supplement APS crews.

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

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

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

"LEED" refers to the "Leadership in Energy and Environmental Design" rating systems created by the U.S. Green Building Council (USGBC). "LEED Certification Consulting" in this RFP refers to providing expert assistance to APS in various aspects of the process of registering building construction projects (or existing facilities) with the Green Building Certification

Institute (GBCI) and documenting those projects' satisfactory compliance with one of the USGBC's + LEED Rating Systems, to achieve LEED Certification. The current expectation of the district is that all new school construction projects will be certified under the "LEED for Schools" criteria of Building Design & Construction Rating system at the Silver level, or higher.

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

- 1) **General LEED Certification Consulting:** This includes coordinating the entire process of registering the project with GBCI, organizing the uploading of all credit information, and coordinating completion of all certification requirements. It includes facilitating LEED design charrettes and preconstruction LEED meetings. The consultant will procure and/or provide specifications materials for LEED compliance during construction, review proposed construction materials, and provide the design team and construction contractors with research assistance, forms, templates and other resources to facilitate the LEED process. The General LEED Certification Consultant has ultimate responsibility for submitting a given project's LEED application, including follow-through for any clarifications or appeals to GBCI.
- 2) **LEED Energy Modeling:** This includes constructing energy simulations of proposed building designs (along with comparative baseline cases) using computer software and methods that meet the various LEED rating systems' requirements for the LEED credits related to "Energy Performance"(EA Prerequisite 2 and EA Credit 1). The consultant will advise the design architects and engineers on choices and options to improve energy performance, and will use the energy simulation to test those options. When Measurement and Verification is pursued, the LEED Energy Modeling Consultant may also be contracted to calibrate the model after one year of occupancy to comply with LEED EA Credit 5.
- 3) **LEED Daylight & Artificial Light Modeling:** This includes constructing daylight and artificial lighting simulations of proposed building designs using computer software and methods that meet the various LEED rating systems' requirements for the LEED credits related to "Daylight and Views"(IEQ Credits 8.1 and 8.2). The consultant will advise the design architects and engineers on choices and options to improve interior daylight levels and to control glare and reflections. The consultant will also use the daylight simulations to test those options. The Lighting model must be coordinated with the project's Energy model, as lighting choices always impact energy demand/consumption.
- 4) **LEED Building Acoustical Analysis:** This includes analyzing the acoustical properties of the proposed construction of the building envelope, interior walls, and interior surfaces to ensure compliance with the targeted "LEED for Schools" Acoustical Performance Credits (IEQ Prerequisite 3 and IEQ Credit 9). This consultant will verify compliance with the LEED-specified version of ANSI Standard S12.60 regarding reverberation times, STC (Sound Transmission Class) ratings, and maximum background noise level (45 dBA for primary learning spaces). The consultant will also verify compliance with any State-or locally-mandated standards, if different from LEED. The acoustical consultant will identify areas of concern regarding noise generated by HVAC systems and assist the mechanical engineers in evaluating their own acoustical calculations of the proposed systems.

- 5) **LEED Acoustical Testing**: This includes physical testing (using industry approved testing instruments) of reverberation, sound transmission, and background noise levels in completed building projects, and of ambient noise levels at proposed project sites prior to design.

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

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

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

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

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

Selection of 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, are subject to change in scope. Because of the volume of projects, it is essential for APS to have access to multiple firms. At the time of an actual project assignment many factors will be considered in determining which firm is chosen, including specific expertise or technical competence, current workloads and/or other assignments still in progress, and familiarity with or proximity to the area of the project.

B. RFP RESPONSE SPECIFICATIONS

1. **Submittal Letter** – Proposals must include a submittal letter and should include all the information identified in Section III.
2. **Format** – Comply with requirements of Section III

3. **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 package, please note in your response. If your certificate cannot be accounted for by the procurement official opening the RFP, your proposal will be disqualified. 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.

V. EVALUATION

A. EVALUATION CRITERIA

1. **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:

	Factor	Points
1.	<u>Business Profile: Stability and availability of firm to meet on-demand contract requirements over the contract period.</u> (Criteria include: "Proximity to or familiarity with the Albuquerque Public School district", and, "Amount of consulting work produced by a New Mexico business within the state.")	10
2.	<u>Firm's Expertise and Staffing: Capacity and capability of the personnel, consultants, software & tools.</u> (Criteria include: "Capacity and capability of the business to perform the work within the time limitations.")	20
3.	<u>Project History: Range and length of experience gained from numerous LEED-relevant projects.</u> (Criteria include: "Past record of performance on contracts with government agencies or private industry with respect to control of costs, quality of work and ability to meet schedules.")	20
4.	<u>Exemplary Projects: Depth and quality of LEED analysis and effectiveness, as demonstrated in specific case studies of relevant projects.</u> (Criteria include: "Specialized design and technical competence of the business regarding the type of services required.")	20
5.	<u>Strategic Approach to LEED Policy for Organizations:</u> Demonstrated ability to help organizations develop strategies and policies that facilitate LEED implementation for an entire portfolio of projects and	20

	properties.	
6.	<u>Overall quality of the proposal:</u> See all sections.	10
7.	ATTACHMENTS	
	Insurance certificate must be provided	
	Campaign Contribution Disclosure Form (Appendix A)	
	Career Enrichment Center Partnership Notice of Interest (Appendix B)	
	Resident or Veterans Preference Certification – Copy of Certificate is Required (Appendix C)	
	New Mexico Employees Health Coverage Form (Appendix D)	
	Acknowledgement of Receipt Form – Form to be e-mailed by August 30, 2013 (Appendix E)	
	Conflict of Interest and Debarment/Suspension Form (Appendix F)	
	Offeror Information Signature Page (Appendix G)	
	Total Points without Oral Presentation/Interview	100
	Total (100 Points with Oral Presentation/Interview if required)	200

2. **Interview (If held)** – 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.

B. 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.

1. **Business Profile.** Furnish a brief profile of your company. Provide the firm's name, address, phone numbers, and email addresses. Discuss the company's history of operations in Albuquerque or New Mexico. If there is a "corporate" office in another city or state, what will be the relationship between the two locations and any contract resulting from this solicitation? If your firm does not have an Albuquerque (or New Mexico) office, how do you propose to effectively provide LEED consulting services? Identify the estimated percentage of the consulting work that you expect will be produced by a New Mexico business within the state. Provide the name of the representative(s) who is authorized to obligate the firm and who will be in charge of this contract. Please limit your response to a maximum of two pages.
2. **Firm's Expertise and Staffing:** Indicate for which one (or more) of the five subcategories of LEED consulting your firm is to be considered: General LEED Certification Consulting, LEED Energy Modeling, LEED Daylight and Artificial Light Modeling, LEED Building Acoustical Analysis, and/or LEED Acoustical Testing. Are LEED consulting services the primary focus of your business? If not, how is this particular discipline represented within the firm? Please also submit a list of the employees that will be assigned to APS, their titles, degrees, LEED credentials, and a brief biography of each. If you are asking to be considered for energy modeling, daylight modeling, acoustical analysis, or acoustical testing, indicate the computer

simulation software your firm owns and uses, and/or the testing equipment your firm owns and uses. Also identify any services that will not be performed in-house. In this event, who are your consultants and what are your reasons for the choices? Include your federal taxpayer ID number and your New Mexico CRS number, if applicable. This section will be used by APS to evaluate your firm's "capacity and capability to perform the work, including any specialized services, within the time limitations." Please limit your response to a maximum of four pages.

3. **Project History**: Provide a listing of the most recent projects for which the firm has provided LEED-related consulting services (or non-LEED consulting that employed the same computer models, tools and skills required by LEED), up to a maximum total of 30 projects. Please list the most recent project first, continuing in reverse chronology and including every project. For each project, list the following: (1) project name; (2) project location; (3) owner; (4) architect of record; (5) contact name and phone number for consulting services client, (6) approximate construction cost; (7) completion date (month/year) or estimated completion; (8) current phase of project; (9) level and type of LEED certification and date achieved (month/year) or anticipated; (10) types of LEED consulting provided by your firm on this project (i.e. General LEED Consulting, Energy Modeling, Daylight & Artificial Light Modeling, Building Acoustical Analysis and/or Acoustical Testing, as defined in above in Scope of Work.) Please do not provide photographs of projects as part of this section. This section will be used by APS to evaluate your firm's "past record of performance on contracts with government agencies or private industry with respect to control of costs, quality of work and ability to meet schedules." Please limit your response to a maximum of four pages.
4. **Exemplary Projects**: Discuss in detail three (3) projects from the list in Section C, (all of which shall have been completed and occupied within the past four years), and which illustrate your firm's LEED consulting capabilities. In choosing these projects, please give priority to educational projects, public projects, and commercial projects. Include in your discussion: (1) a minimum of one exterior and one interior photograph; (2) a brief description of the project; (3) a description of the LEED consulting work your firm provided; (4) beginning date of design, and date of substantial completion of construction (actual or anticipated); (5) LEED certification type achieved or targeted, and date achieved (month/year) or anticipated. This section will be used by APS to evaluate your firm's "specialized design and technical competence regarding the type of services required." Please limit your response to a maximum of four pages.
5. **Strategic LEED Policy Consulting for Organizations**: Discuss in detail up to three (3) property owning organizations for which you have provided either: 1) strategic LEED consulting for an entire portfolio of projects or properties, addressing policy issues that affect every LEED project, (such as "green cleaning products purchasing" or "alternative fuels for school buses"); or 2) LEED consulting on multiple projects for one institutional owner, the net effect of which has been a positive policy impact for the owner organization and efficiencies in the LEED certification process. Please include a reference contact name for each owner-organization, including phone number and email address. Please note if any of these relationships involved a formal "on-demand" contract between your firm and the owner organization. Please limit your response to four pages.
6. **Campaign Contribution Disclosure** – Each prospective offer must include as part of their submittal the Campaign Contribution Disclosure Form included as Appendix D of this RFP with all portions completed, including any required attachments.

C. EVALUATION PROCESS

1. **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.
2. **Selection Advisory Committee** – 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.
3. **Evaluation 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.
4. **Notice of Finalists (If required)** – 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.
5. **Pre-Interview Meeting with Finalists (If required)** – 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.
6. **Interviews with Finalists (If required)** – 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.
7. **Final Scores** – The combined scores from shortlist and interview (if required) 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.

8. **Pricing:** - Offeror is required to provide as part of their response hourly rates for the various labor categories.

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO. 14-025MM-AM

On-Demand Qualifications-Based LEED Certification Consulting 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 B

RFP NO. 14-025MM-AM

On-Demand Qualifications-Based LEED Certification Consulting Services

Career Enrichment Center Partnership Notice of Interest

Albuquerque Public Schools requests your participation in the Districts Career Enrichment Center's (CEC) work study program. As the first true magnet school in APS, the CEC offers curriculum enrichment to students attending the eleven district high schools. The CEC's distinctive programs attract a wide variety of students from all geographic areas and socioeconomic groups in Albuquerque. The blending of strong academic and occupational classes under one roof enhances the education of all students.

The CEC serves students from all of the high schools in the district as well as students from the home-school community. Available courses offer high school students of exceptional ability and potential the opportunity for in-depth exploration of a possible career choice. Applicants must have a strong academic background and specific skills related to the career they wish to explore. Students must exhibit a real interest in the profession and enthusiasm for the work. They are selected on the basis of their grades, resume, references, experience in the field, special skills and talents. Variable credit is awarded on internship hours. Placement of students in community organizations is coordinated on a district level so all qualified students have equal access to available community mentors and resources.

Please indicate your interest in partnering in this program by completing the information listed below. You will be contacted by staff from CEC to coordinate your involvement in this outstanding learning opportunity.

NAME OF FIRM OR OFFEROR _____

CONTACT NAME _____

TELEPHONE NUMBER (____) _____

EMAIL ADDRESS _____
(Type or print requested information)

APPENDIX C

RFP NO. 14-025MM-AM

On-Demand Qualifications-Based LEED Certification Consulting Services

Resident Veterans Preference Certification

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

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 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 bid or 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 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or 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 Veteran 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 as 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 this statement is true to the best of my knowledge. I understand that 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 =award of the procurement involved if the statements are proven to be incorrect.

APPENDIX D

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

RFP NO. 14-025MM-AM

On-Demand Qualifications-Based LEED Certification Consulting Services

1. For all contracts solicited and awarded on or after September 18, 2013: If the offeror 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, offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than September 18, 2013; if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than September 18, 2013; if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than September 18, 2013; if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX E

**REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP NO. 14-025MM-AM
On-Demand Qualifications-Based LEED Certification Consulting 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 G.

This acknowledgement of receipt should be returned to the Procurement Manager no later than close of business on October 16, 2013. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. **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
APS Off-Site Procurement Office
912 Oak Street SE, Bldg. M
Albuquerque, NM 87106
Phone number (505) 848-8826
Fax number (505) 842-4608
E-mail: michael.madrid@aps.edu*

APPENDIX F

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

RFP NO. 14-025MM-AM

On-Demand Qualifications-Based LEED Certification Consulting 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

OFFEROR INFORMATION/SIGNATURE PAGE

RFP NO. 14-025MM-AM

Qualifications-Based Architectural Service for Multiple Projects

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME 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