



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

**RFP # 19-006KN**

**RFP TITLE: Photovoltaic & Solar Hot Water Systems**

## **RFP Schedule**

Action	Date & Time
RFP Issued	07/03/2018
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	07/11/2018 @ 5:00pm (local time)
RFP Due Date and Time	07/18/2018 @ 3:00pm (local time)
<b><i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.</i></b>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

## **RFP Buyer Contact Information**

<b>Name</b>	Krystal Nicole Marquez
<b>Phone Number</b>	505/878-6125
<b>E-Mail</b>	Krystal.Marquez@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</b> <b>(NO 1<sup>st</sup> CLASS OR PRIORITY USPS MAIL)</b> <b>(*For walk-in delivery or carrier service (UPS, FedEx, etc.))</b> Albuquerque Public Schools Attention: Procurement Dept. 6400 Uptown Blvd NE Suite 500 E Albuquerque, NM 87110	<b>US Postal Mail Address</b> <b>(allow 10 extra days for delivery)</b> Albuquerque Public Schools Attention: Procurement Dept. City Center Suite 500 E PO Box 25704 Albuquerque, NM 87125-0704
The outermost envelope of your proposal shall be clearly labeled with the following: Proposers' business name, RFP number and RFP title, and opening date & time. Please note: if you put your sealed bid inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well. <b>*Please note: APS does not have a mailbox on site. For US Postal Mail, we can only accept delivery at our P.O. Box. If you send a US Postal Mail package or letter to the Physical Address, it will not reach our office.</b>	

## **RFP Term**

Per §13-1-154.1 NMSA 1978, one (1) year contract, plus additional one-year extensions, not to exceed a total of three (3) years. Total contract amount not to exceed ten million dollars (\$10,000,000) over the three year period and any one purchase order under the contract may not exceed one million dollars (\$1,000,000).

# TABLE OF CONTENTS

PROPOSER'S GENERAL INSTRUCTIONS	3
TERMS AND CONDITIONS	8
PROTESTS	12
SCOPE OF WORK	13
EVALUATION CRITERIA	21
SUBMITTAL REQUIREMENTS	22
PROPOSAL CHECKLIST	27
<b>FORMS &amp; ATTACHMENTS:</b>	
LETTER OF TRANSMITTAL FORM	29
VOLUME I - PRICE PROPOSAL FORM	30
VOLUME II – TECHNICAL PROPOSAL	33
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	47
CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM	49
STATEMENT OF CONFIDENTIALITY	50

# **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.

Proposer shall submit one (1) original proposal, six (6) identical copies and one (1) identical electronic copy. 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. **PRICE IS ALL INCLUSIVE.** The proposal price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the RFP.

All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Offeror.

6. **BRAND NAMES.** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
7. **RFP PRICING DURATION.** Responses, including proposal prices, will be considered firm for one-hundred twenty (120) days after the due date of the proposals.
8. **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.

9. **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.
10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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 formal approval by the Board of Education and a contract document has been signed by both parties.

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

“Contractor” shall mean the successful bidder

“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.

“Evaluation Committee” shall mean a body of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

“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.

“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 bid.

“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 a Bidder 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 bid.

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

# **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 - \$1,000,000 Product/completed operations aggregate \$1,000,000	\$2,000,000
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

12. **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.
13. **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.
14. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools
15. **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.
16. **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.
17. **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.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

25. **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
26. **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.
27. **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

**\*\*\*PLEASE DO NOT INCLUDE LETTERS OF REFERENCE FROM APS EMPLOYEES IN YOUR PROPOSAL\*\*\***

Albuquerque Public Schools (APS) is requesting competitive, qualifications-based proposals with the intent of securing On-Demand (“On-Call”) contracts with one or more entities for the following services:

1. Turnkey Solar Photovoltaic System Design and Installation
2. Solar Photovoltaic System Service and Maintenance
3. Turnkey Solar Hot Water System Design and Installation
4. Solar Hot Water System Service and Maintenance

These solar systems may or may not incorporate energy/thermal storage. While the storage component is a desirable attribute, it is not a requirement for contract award. Proposers may elect to be considered for any or all of the four (4) services listed. Proposers’ RFP response should address all areas of interest adequately in the Business Organization section (see evaluation criteria) to demonstrate their qualifications to perform the work. (Please provide response in 1 proposal not 4 separate proposals.) Upon award, contractors will be required to submit priced proposals for each individual project before performing work. Proposals will be reviewed for compliance with this RFP.

## Requirements for Solar PV Design

- Engineering degree in related field
- Minimum 5 years’ experience in solar PV design for grid-connected and/or off-grid systems for commercial/institutional clients
- Experience designing PV systems of at least 50kW capacity
- Experience with utility interconnection agreements, permitting, and code compliance
- Experience in designing for multiple buildings organized into one system in a campus environment preferred
- Experience designing battery storage, peak management, backup generators desirable

## Requirements for Solar PV Installation & Maintenance

- Appropriate electrical licenses and certifications, including New Mexico EE-98
- NABCEP certification preferred
- Minimum 5 years’ experience installing solar grid-connected and/or off-grid PV systems
- Experience in ground mount and roof mount solar PV systems
- Experience with low voltage wiring and internet enabled control/monitoring of associated equipment
- Experience installing/servicing battery storage and backup generators desirable

All work completed under this contract must comply with the Albuquerque Public Schools Solar Photovoltaic System Design Guidelines & Standards (APS Solar Standards) see Attachment #1 and/or this link: [http://www.aps.edu/facilities-design-and-construction/documents/design-standards-and-guidelines/APS\\_PV\\_Guideline\\_20140123.docx](http://www.aps.edu/facilities-design-and-construction/documents/design-standards-and-guidelines/APS_PV_Guideline_20140123.docx)

## **1. Turnkey Solar Photovoltaic System Design and Installation**

Provide complete design services for PV system(s) that maximize production on available roof/mounting area, and/or meet specific needs of an assigned project. Design must take into consideration the facility's structural capability and roof system, electrical demand and load patterns, facility hours of operation, PNM's interconnection requirements, applicable zoning ordinances and codes, construction restrictions, code required standards and other relevant factors. Design must be documented on stamped construction drawings, and include all system attributes and targeted production yield.

Provide and install fully-functioning PV system(s) based on completed design(s) as described above. Installation shall follow provisions and Sheet Notes found in the APS Solar Standards. While contracts with PV installers will be direct with APS, they will often be performed alongside other contractors managed by a building project's General Contractor (GC). Coordination and cooperation with the project GC is essential, and a requirement of this On-Call contract.

## **2. Solar Photovoltaic System Service and Maintenance**

- Perform routine scheduled maintenance to ensure optimal system performance
- Respond to service requests within 48 hours
- Troubleshoot and verify PV system operation
- Report findings to APS personnel who initiated Work Order
- Assist in determining optimal solutions for various identified problems.
- Provide assistance in managing repair/replacement projects, if so directed.
- Participate in various conversations and face-to-face meetings with APS personnel and project team members as required.

This work will be scheduled on an as-needed basis.

### **Requirements for Solar Thermal Design**

- Engineering degree in related field
- Minimum 5 years' experience in solar thermal design in southwest climates
- Experience in primary/secondary plumbing design
- Experience designing sequences for control and monitoring of associated equipment
- Experience with waste heat recapture desirable
- Experience in storage tank strategies as well as direct-to-floor solar thermal energy delivery systems desirable
- Experience in designing for multiple buildings organized into one system in a campus environment preferred
- All solar thermal work completed under this contract must comply with the APS Standards for Solar Hot Water Installations, see Attachment #2.

### **Requirements for Solar Thermal Installation & Maintenance**

- Appropriate plumbing and gas-fitting licenses, including New Mexico MM-98
- Minimum 5 years' experience installing multi-source, solar thermal heating and hot water systems
- Experience in pressurized glycol solar thermal installations
- Experience in ground mount and roof mount solar thermal systems
- Experience with low voltage wiring and internet enabled control/monitoring of associated equipment
- Experience with waste heat recapture desirable
- All solar thermal work completed under this contract must comply with the APS Standards for Solar Hot Water Installations, see Attachment #2.

### 3. Turnkey Solar Thermal System Design and Installation

Provide complete design services for solar thermal system(s) for building heat and/or domestic hot water. Design must take into consideration the building's structural capability and roof system, facility hours of operation and seasonal occupancy, applicable zoning ordinances and codes, construction restrictions, code required standards and other relevant factors. Design must be documented on stamped construction drawings, and include all system components as well as solar thermal design capacity.

Provide and install fully-functioning solar thermal system(s) based on completed design(s) as described above. While contracts with solar thermal installers will be direct with APS, they will often be performed alongside other contractors managed by a building project's General Contractor (GC). Coordination and cooperation with the project GC is essential, and a requirement of this On-Call contract.

### 4. Solar Thermal System Service and Maintenance

- Respond to service requests within 48 hours
- Troubleshoot and verify solar thermal system operation
- Assist in determining optimal solutions for various identified problems
- Provide calculations and conceptual design ideas as necessary to facilitate solutions
- Provide assistance in managing repair/replacement projects, if so directed.

This RFP includes subcontractor listing requirements for those projects which exceed \$25,000.00.

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

- PV Contractor must hold a current NM EE-98 electrical license. North American Board of Certified Energy Practitioners (NABCEP) certification is preferred for PV installers.
- Solar HW Contractor must hold a current NM MM-98 mechanical license.

**Codes and Permits:** All work shall be executed in accordance with local, federal, and state ordinances, and regulations governing the particular class of work involved. The contractor shall be responsible for final execution of work to suit these requirements. In the event of a conflict between the various codes and standards, the more stringent shall govern. The contractor shall hold harmless the Board of Education from liability of any kind arising from any failure to comply with codes and ordinances. Contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by APS for these permit fees only. No mark-up will be allowed. Copies of permit charge receipts must be submitted with invoices.

**Contract and General Conditions:** Offerors who are awarded work under this RFP will be required to enter into the most current edition of the APS Agreement between Owner and Contractor and accept the General Conditions of the Contract for Construction before beginning the first job under this contract. All work will be authorized through separate purchase orders which will detail the scope of work and compensation.

**Project Management Software:** The successful Offeror shall purchase, at the Offeror's expense, a license for APS' Project Management Software ('e-Builder<sup>®</sup>'). Subcontractors are not required to purchase licenses. APS will provide training on the use of the project management software. Further, the successful Offeror is required to work with APS staff to ensure the all project communication, correspondence, submittals, change orders, pay requests, etc. are submitted, maintained and managed through e-Builder<sup>®</sup>.



**Subcontractors:** The Subcontractors Fair Practices Act applies to this procurement.

**Wage Information:** the following information pertains to wage rates, subcontracting and taxation. Please read carefully:

**State Wage Rates:** It is the contractor's responsibility to acquaint himself/herself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Department of Workforce Solutions will be paid by the contractor for every job performed under this contract for any project which is greater than \$60,000 on an individual basis. Compliance is a part of this bid. The contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

In the event it is found by the Department of Workforce Solutions, that any laborer or mechanic employed by the contractor or subcontractor on the site of a project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract, APS may, by written notice to the contractor and his subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and APS may prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

**Registration:** Pursuant to §13-4-13.1 NMSA 1978, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) must be registered with the Department of Workforce Solutions as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price.

**Bonding Requirements:** The successful bidder, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% for any project which exceeds \$25,000.00 (or satisfactory evidence that such bonds will be furnished within seven days). Bond must be satisfactory to APS, executed by a surety company authorized to do business in this state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

The bonds provided to support any contract issued as a result of this solicitation shall protect Albuquerque Public Schools projects only. Any other entities utilizing said contract(s) under the provision of the Procurement Code Section 13-1-129 will need to require separate bonding.

Offerors shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit. Additionally, the Owner will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. The cost of all bonding will be paid by the Offeror and will not be paid by the Owner. These costs are to be included in the Offeror's price proposal.

**Guarantee:** The contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from defects and shall agree to replace at their expense, without cost to APS, any and all defective equipment, parts, etc., within 12 months after project is accepted by APS. Additional specific equipment warranties for PV components are identified in the APS Solar Standards.

**Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.

**Workmanship:** All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work.

**Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage and shall repair promptly any such damage at his own expense and to the satisfaction of APS.

**Protection of the Work:** The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.

**Interrupting Services:** The contractor shall coordinate the execution of all work in order to minimize interference with the operations of existing systems during construction or repair work. Connection to existing systems requiring the interruption of service within the building shall be carefully coordinated with the Project Manager to minimize system down times. Absolutely no interruption of the existing services will be permitted without the prior approval of APS.

**Clean-up Following Completed Work:** All materials, associated debris, and surrounding areas must be cleaned prior to acceptance of performed work.

**Inspections:** The appropriately authorized APS personnel may inspect projects at any time with or without prior notification to the contractor. APS designee will inspect work performed and materials used under this contract. APS shall have the right to interrupt work for spot checks or inspection purposes. Should any work be contrary to specifications or any requirement of the contract documents, the APS designee may order it corrected. The contractor shall correct all such work at his own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by APS shall promptly be removed, replaced, or corrected as may be applicable. Any cost involved will be borne by the contractor.

**Specifications Deviation:** General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications or the more stringent shall rule. On any job where there is doubt as to the process of installation to be used, the final decision will be made by the APS Project Manager, or designee.

**Promotional Gifts and Activities:** APS Policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contest or other promotional. /advertising activities with vendors or potential vendors in connection with a procurement action.

# **MATERIALS**

**Materials Supply and Quality:** All materials shall comply with applicable product standards set forth in the latest edition of the APS Solar Standards and/or with specifically stated specifications within this contract.

**Procurement of Other Materials:** APS reserves the right to procure any materials through normal procurement channels and to furnish such materials to contractor for installation. Materials, so procured shall not be marked up by the contractor in any manner.

Installation shall be in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the contractor shall report such conflicts to APS. Changes shall be made as mutually agreed or necessary.

# **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\*\*\***

	Possible Points	Points This RFP
<b>VOLUME II – TECHNICAL PROPOSAL</b>		
Past Performance	25	
Project Staffing	25	
Management Plan	25	
<b>VOLUME I – PRICING PROPOSAL</b>		
<b>Total Points</b>	<b>100</b>	
<b>Interviews</b> (if held)	50	
<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>	100-160	

**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 in each point of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

## **Proposal shall include:**

**Volume 1: Price Proposal**

**Volume 2: Technical Proposal**

## **PRICE PROPOSAL – VOLUME 1 - DETAILED REQUIREMENTS**

### **ITEM 1 - PRICE PROPOSAL FORM:**

1. Price Proposals shall be presented in the form provided herein.
2. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form.
3. Proposal price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
4. In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this Request for Proposals shall be in accordance with applicable state laws and, if price proposal amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price proposal amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
5. Before submitting a proposal, each Offeror shall carefully examine the RFP; and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified APS Representative and the necessary changes shall be accomplished by addendum.

### **ITEM 2 – NOTARIZED DECLARATION LETTER FROM SURETY:**

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

### **ITEM 3 - CERTIFICATE OF INSURANCE:**

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

**ITEM 4 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:**

It will be the sole responsibility of any Proposer claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Proposals will not be considered.

1. To receive a resident business preference, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
2. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
3. To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
4. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
5. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
6. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

**ITEM 5 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:**

The blank form is included in an Appendix of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

**ITEM 6 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:**

Each Offeror shall complete this form (which is provided in the Appendix of the RFP) and include it in their proposal.

**ITEM 7 – CONTRACTOR’S STATE OF NM W-9 FORM:**

Each Offeror shall complete and provide a State of New Mexico W-9 Form.

**ITEM 8 – OFFEROR’S CONTRACTOR’S LICENSE(S)**

Each Offeror shall provide a photocopy of their Contractor’s License or Licenses.

## TECHNICAL PROPOSAL – VOLUME 2 - DETAILED REQUIREMENTS

### 1. 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 20 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page. Tab 2 and corresponding attachments & table of contents are not to be counted towards the 20 page maximum total. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles:**

**Tab 1 – Letter of Submittal**

**Tab 2 – Statement of Qualifications & Attachments**

**Tab 3 – Past Performance**

**Tab 4 – Project Staffing**

**Tab 5 – Business Organization**

**Any response that exceeds the referenced page limitation shall have a deduction of 20 points taken from each evaluation committee member's Technical Proposal score.** If there are any questions regarding format requirements, please contact the APS Procurement Contact prior to submission of Documents.

### 2. Tabs/Evaluation Categories:

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 5, as shown below. Pages within each Tab shall be numbered consecutively.

#### **TAB 1 - LETTER OF SUBMITTAL**

**Each proposal must be accompanied by a submittal letter.**

#### **TAB 2 – STATEMENT OF QUALIFICATIONS & ATTACHMENTS**

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



### **TAB 3 – PAST PERFORMANCE**

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

- a. Past performance summary and past capability to meet schedules, meet budgets and meet project administration requirements for comparable projects.

Specifically, in the last five projects you have completed for APS, please answer the following: (If you have not done five projects for APS, please complete the list with the last five projects you have completed for any school district or institutional client in New Mexico.)

1. Was the project completed early? If yes, how was that accomplished?
  2. Was the project completed late? If yes, how many days and why?
  3. How many days after Substantial Completion were required to complete the punch list items?
  4. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
  5. Were there any outstanding issues remaining after the warranty inspection?
  6. Did your firm refuse to do additional work requested by the owner? If yes, why?
  7. What was your company's process for vetting the pricing from your subcontractors and suppliers on change orders in order to ensure fair pricing to the owner?
  8. What was the dollar threshold below which your firm absorbed additional cost changes in order to avoid disproportionate administrative costs for all parties? Give examples of the changes on this project for which your firm absorbed the costs?
- b. Describe the role of each teaming partner on the contract.
- c. Evidence of past performance quality and overall customer satisfaction.
- d. Record of compliance with applicable laws and regulations on past projects.
- e. Past record of achievement of health and safety targets.

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 4 – PROJECT STAFFING**

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

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

## **TAB 5 – BUSINESS ORGANIZATION**

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

- a. Describe your strategy for organizing, managing, and administering projects. What added value can your approach bring to APS?
- b. Describe the technical approach to project management that is intended to ensure that tasks are executed within cost, schedule, and quality goals.
- c. Provide plan and capabilities for Photovoltaic & Solar Hot Water (as applicable):
  - a. Design Services
  - b. Installation Services
  - c. Maintenance Services

### **IMPORTANT NOTE ON THE TECHNICAL PROPOSAL'S CONTENTS**

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

**The intention of Tabs 3, 4, and 5 of the Technical Proposal is to provide a place for the proposer to make a concise presentation of the strengths of the proposed team in the exact categories that the committee will be scoring, unencumbered by the format of the Statement of Qualifications Forms. If the proposer so chooses, other sections of the Technical Proposal may be referenced within these Tabs, without wholly duplicating that information. Also, information presented elsewhere may be summarized or condensed within these Tab sections to make the proposer's presentation more clear.**

# 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**, Bid Number & Title: **XX-XXXXN RFP TITLE**, Opening Date & Time: **XX/XX/XX 3:00 PM MST**, Proper Delivery Address (see cover page).

**Your response shall not exceed twenty (20) single sided pages.** The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

## SUBMISSION OF PRICE PROPOSALS – VOLUME 1

By the date and time of Submission of Price Proposals, Offeror shall submit one (1) original copy and one (1) identical electronic copy each of the following documents:

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

- Item 1 **Price Proposal Form** (including the information listed immediately below)
  - NM State License Number & Classifications
  - Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number
  - NM DOL (Workforce Solutions) Certificate Number
  - Contractor's New Mexico Gross Receipts Tax Number
  - Contractor's Federal Employee Identification Number
  - Acknowledgment of Receipt of Addenda (If applicable)
  - Price
  - Signature and Corporate Seal (if applicable)
- Item 2 **Notarized Declaration Letter from Surety**
- Item 3 **Certificate of Insurance**
- Item 4 **Resident Contractor (or Veteran Resident Contractor) Preference Certificate**
- Item 5 **Campaign Contribution Disclosure Form**
- Item 6 **Conflict of Interest and Debarment/Suspension Certification Form**
- Item 7 **Contractor's State of NM W-9 Form**
- Item 8 **Offeror's Contractor's License(s)**

## SUBMISSION OF TECHNICAL PROPOSALS – VOLUME 2

By the date and time of Submission of Technical Proposals, Offeror shall submit one (1) original, one (1) identical electronic copy, and three (3) identical printed copies of the Technical Proposal, each to include the following documents:

- Tab 1 Letter of Submittal
- Tab 2 Statement of Qualifications and Attachments
- Tab 3 Past Performance
- Tab 4 Project Staffing
- Tab 5 Business Organization

After award of a contract, all Offerors of record may make arrangements with the District to have their proposal copies returned or picked up. The District shall not be responsible for any shipping or mailing costs to return proposals. If Offeror does not request the return of proposals within a reasonable period of time, the District will shred and destroy them.

# **FORMS & ATTACHMENTS**

# LETTER OF TRANSMITTAL FORM

**Submit with your proposal**

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

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


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

Name	
Title	
E-Mail Address	
Telephone/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.)

# VOLUME I - PRICE PROPOSAL FORM

## OFFEROR'S INFORMATION FORM

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

New Mexico State Contractor's License No. \_\_\_\_\_

License Classifications: \_\_\_\_\_

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

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

Percent of preference qualified for: \_\_\_\_\_ (10%)

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

NM DOL (Workforce Solutions) Certificate No. \_\_\_\_\_

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

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

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

(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)

# LABOR PRICING

Contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated in the pages following throughout the time period of this contract.

**NOTE:** Complete labor quotations for all job classifications your company will conceivably utilize during the life of the contract to ensure that APS is charged for the actual needed job level(s). If you do not plan to utilize a classification, write "none". A blank labor pricing page is provided for classifications which may be omitted; copy as necessary and use the wage stated in the Wage Rate Decision as the base hourly rate. Evaluation will be based on a comparison and verification of submitted information.

Shift work defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shift between 3:30 p.m. - midnight in order to complete a project during hours that the school is not normally open. In this event, hourly rates will be charged as indicated under "shift differential" on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the APS Project Manager or designee. Define in the provided space your company's policy on overtime payment (over 40 hrs., over 8 hrs., etc.)

If your firm has an apprenticeship program, discuss the program you have. Said program must be registered with the State of New Mexico. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and bill at the quoted rates.

---

---

---

The primary trades and uses for this proposal are referenced in the pricing section. **Offerors must submit labor pricing for in order to allow for cost analysis to be performed. Omission of any of the classifications will constitute a non-responsive offeror.**

## PRICING FORM

<b>Photovoltaic System Size</b>		<b>Rate per Kilowatt</b>
Up to 50 kW		\$
50-250 kW		\$
Over 250 kW		\$
<b>Solar Hot Water System</b>		
Hourly Rate for Design		\$
Blended Hourly Rate for Installation		\$
Hourly Rate for Service/Maintenance		\$

### FIXED FEE

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the **use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.** Contractor/Successful Offeror shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administration fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Amount Estimated on Subcontractor Costs				Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	\$1.00	-	\$10,000.00	\$
2	\$10,001.00	-	\$25,000.00	\$
3	\$25,001.00	-	\$50,000.00	\$
4	\$50,001.00	-	\$75,000.00	\$
5	\$75,001.00	-	\$100,000.00	\$
6	\$100,001.00	-	\$150,000.00	\$
7	\$150,001.00	-	\$200,000.00	\$
8	\$200,001.00	-	\$250,000.00	\$
9	\$250,001.00	-	\$500,000.00	\$
10	\$500,001.00	-	\$750,000.00	\$

**TOTAL FIXED FEE TOTAL FOR ITEMS 1-10 - \$\_\_\_\_\_**

**Please note the district reserves the right to negotiate actual fixed fee amounts on a project per project basis as it deems necessary.**



# VOLUME II – TECHNICAL PROPOSAL

## STATEMENT OF QUALIFICATIONS

Project Name: \_\_\_\_\_

### 1. OFFEROR INFORMATION

Name: \_\_\_\_\_

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

Principal Office: \_\_\_\_\_

Corporation       Partnership       Sole Proprietorship       Joint Venture

Other \_\_\_\_\_

a. How many years has your organization been in business? \_\_\_\_\_

b. How many years has your organization been in business under its present business name?  
\_\_\_\_\_

c. Under what other or former names has your organization operated?  
\_\_\_\_\_  
\_\_\_\_\_

### 2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:  
\_\_\_\_\_

b. License Classification: \_\_\_\_\_

c. License Number: \_\_\_\_\_

d. Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

e. Is the contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

Yes - free of suspension or revocation

No – Attached explanation

f. Does your firm hold all applicable Business licenses required by State of New Mexico?

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_  
Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_  
Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_  
Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

g. Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

Yes

No (Attach explanation)

3. EXPERIENCE

a. Has your firm completed activities as identified in the pricing section of this request for proposal? Complete **Attachment A** for five (5) maximum projects listed: If you've submitting a proposal for both Photovoltaic & Solar Hot Water please list examples of each.

Yes      Number of Projects: \_\_\_\_\_       No

Project 1 Name: \_\_\_\_\_

Project 2 Name: \_\_\_\_\_

Project 3 Name: \_\_\_\_\_

Project 4 Name: \_\_\_\_\_

Project 5 Name: \_\_\_\_\_

b. State the average annual amount of work performed during the past five years:  
\$ \_\_\_\_\_

- c. Also, on **Attachment A**, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion, and scheduled completion date.
- d. List the categories of work that your organization normally performs with its own forces.

4. **KEY PERSONNEL EXPERIENCE**

Please note that more consideration will be given to those meeting or exceeding the required qualifications below:

- a. Does your assigned **Project Manager** have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least five (5) years of experience in the solar industry?

Yes      Number of Years: \_\_\_\_\_       No

(2) Experience on at least one (1) solar project as identified in 3. **EXPERIENCE** item a

Yes      Number of Projects \_\_\_\_\_       No

(3) Experience as a Project Manager on one (1) or more performing the various services referenced in the pricing section?

Yes      Number of Projects \_\_\_\_\_       No

- b. Does your assigned **Project Foreman/Superintendent** have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least five (5) years of experience in the solar industry?

Yes      Number of Years: \_\_\_\_\_       No

(2) Experience on at least one (1) solar projects as identified in 3a.?

Yes      Number of Projects \_\_\_\_\_       No

(3) Experience as a Project Foreman/Superintendent for various categories of work referenced in the Pricing section

Yes      Number of Projects \_\_\_\_\_       No

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources: Total number of current employees: \_\_\_\_\_

Describe your key employees and their roles in your company:

b. Does your firm have the immediate capacity to perform the work required for this RFP:

Yes  No

c. Please list current projects currently under contract with scheduled completion dates (**Attachment C**)

See Attachment D  None

6. SURETY

a. Firm's current surety company:

\_\_\_\_\_

Will this surety be used for the construction contract for this project:?

Yes  No (attach explanation)

Contact Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Years utilizing this surety: \_\_\_\_\_ Maximum Capacity: \_\_\_\_\_

Aggregate Total of current surety in force: \_\_\_\_\_

b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

Yes  No (attach explanation)

a. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

Yes  No (attach explanation)

c. Has your firm used other surety companies since 2001?  Yes (list)  No

\_\_\_\_\_  
Surety Company Contact

\_\_\_\_\_  
Surety Company Contact

\_\_\_\_\_  
Surety Company Contact

d. Is your firm able to obtain bonding in the amount required for the completion of this RFP? Provide a notarized declaration from the surety identified above, stating the amount of bonding capacity available to your firm for this project at **Attachment D**.

Yes  No (attach explanation)

7. INSURANCE & CLAIMS HISTORY

a. Is your firm free of any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party?

Yes  No (attach explanation)

b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity?

Yes  No (attach explanation)

c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents (General Liability and Comprehensive Auto at \$1 Million per occurrence and \$1 Million in the aggregate)?

Yes  No (attach explanation)

d. Please provide a notarized declaration from an insurance carrier stating that the firm is able to obtain insurance in the limits stated as Attachment E.

8. PROJECT SCHEDULING

a. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met?  Yes  No

b. If YES, please indicate the project (refer to Attachment A)

i. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

ii. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

iii. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

c. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years? (Refer to Attachment A)  Yes  No

If YES, please list projects

(1) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

(2) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

(3) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

9. LABOR CODE VIOLATIONS

a. Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects? Refer to **Attachment F**

( ) Yes ( ) No

b. Is the firm free of all Subcontractor Fair Practices Act violations for the past five (5) years?

( ) Yes ( ) No (explain)

10. JUDGEMENTS, BREACH OF CONTRACT, PROTESTS, MEDIATIONS AND ARBITRATIONS

- a. List any judgments against the firm during the past 5 years; use **Attachment G**
- b. List any breach of contract other than for cause
- c. If applicable, list any formal bid protests and the outcome, whether denied or upheld
- d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?

**THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
E-mail Address

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

End of GENERAL CONTRACTOR STATEMENT OF QUALIFICATIONS

**ATTACHMENT A**  
**STATEMENT OF QUALIFICATIONS**

**REFERENCE: 3.a. EXPERIENCE**  
**COMPLETE ONE FORM FOR EACH PROJECT LISTED (MAXIMUM 5)**

**PROJECT DESCRIPTION**

Project Type: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact Phone No.: \_\_\_\_\_

**DESIGN PROFESSIONAL**

Name of Firm: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Contact Phone No.: \_\_\_\_\_ Contact Title: \_\_\_\_\_  
Project Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Original Contract Amt.: \$ \_\_\_\_\_ Original No. of Days to Complete: \_\_\_\_\_  
Final Contract Amount Final Contract Days to Complete:  
With all Change Orders: \$ \_\_\_\_\_ with all Time Extensions: \_\_\_\_\_

---

**PROJECT EXECUTION**

Were Liquidated Damages assessed on this Project? ( ) No ( ) Yes Days \_\_\_\_ \$ \_\_\_\_\_  
Percentage of Work Subcontracted: \_\_\_\_\_% Contract Type ( ) Competitive Bid Lump Sum  
( ) Negotiated Lump Sum  
( ) Guaranteed Maximum Price  
( ) Other (Describe)

---

---

**DESCRIBE KEY SUCCESSES OR CHALLENGES WITH THIS PROJECT:**

  
  
  
  
  
  
  
  
  
  

---

**ATTACHMENT B**  
STATEMENT OF QUALIFICATIONS

**REFERENCE: 4 a., b, c, d Resumes**

ATTACH ONE (1) PAGE RESUMES OF THE PROPOSED  
PROJECT MANAGER  
PROJECT SUPERINTENDENT  
OTHER KEY PERSONNEL (OPTIONAL)

1. EDUCATION  
High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, Etc.
2. RELATED EXPERIENCE  
Related experience should include the following:
  - a. Position Title
  - b. Duties and Responsibilities
  - c. Major accomplishments
  - d. Number of personnel supervised
3. PROJECT EXPERIENCE  
Identify project experience requested in the Statement at 4.a. (2) (3), 4.b. (2) (3), and 4.c. (2). Include the project Title and Location.
4. Other information that demonstrates the individual's strengths for this project.
5. Project Professionals and Project Owner Reference may be included.



**ATTACHMENT C**  
STATEMENT OF QUALIFICATIONS

**REFERENCE: 5.c. Projects Currently Under Contract**

<u>PROJECT TITLE AND LOCATION</u>	<u>START DATE</u>	<u>PROJECTED COMPLETION</u>

**ATTACHMENT D**  
STATEMENT OF QUALIFICATIONS

**REFERENCE: 6.d. Notarized Declaration of Surety**

DOCUMENTATION FROM SURETY

**ATTACHMENT E**  
STATEMENT OF QUALIFICATIONS

**REFERENCE: 8.d. Letter from Insurance Carrier**

DOCUMENTATION OF INSURABILITY

**ATTACHMENT F**  
**STATEMENT OF QUALIFICATIONS**

**REFERENCE: 11.a. Affidavit of Non-violation of Labor codes**

**Name of Firm:**

**Address:**

**Project**

**Reference:** (Name of Owner & Project)

**Request for Proposal #** \_\_\_\_\_

**Affidavit of Non-violation of Labor Codes**

**To:**           **The Board of Education**  
                  **School District**

The undersigned officer of \_\_\_\_\_ hereby states that  
\_\_\_\_\_ has, during the past five (5) years, been free of any  
determinations by a court or an administrative agency, of repeated or willful violations of laws and/or  
regulations pertaining to the payment of prevailing wages or employment of apprentices of public works  
projects.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

NOTARY

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_

Seal \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT G**  
**STATEMENT OF QUALIFICATIONS**

**REFERENCE: 12.a.b.c. Judgments, Breach of Contract, Protests**

- a. List any judgments against the firm during the past 5 years.**
- b. List any breach of contract other than for cause.**
- c. If applicable, list any formal bid protests and the outcome, whether denied or upheld.**
- d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?**

# COMPLIANCE

***(REQUIRED LEGAL FORMS)***

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

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

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

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

– OR –

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

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

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





# CONFLICT OF INTEREST 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.

---

### 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  
TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date