

Albuquerque Public Schools
REQUEST FOR PROPOSAL (RFP)
RFP # 17-025MM-KV

Playground Equipment and Parts for Repair



RFP DUE TIME AND DATE: 09/27/16 @ 2:00 pm (local time)
PURCHASING CONTACT: Michael Madrid CPPB
PHONE #: 505-848-8826
E-MAIL: michael.madrid@aps.edu

LOCATION:
Albuquerque Public Schools
Offsite Procurement Office
912 Oak St. SE, Building M, Room M174
Albuquerque, NM 87106

OFFICIAL CONTACTS ONLY

This RFP contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See item 4 (Page 3) of General Instructions of this document.

TABLE OF CONTENTS **PAGE #**

PROPOSAL GENERAL INSTRUCTIONS	3
TERMS AND CONDITIONS	6
PROTESTS	10
OVERVIEW	12
RFP SCHEDULE	12
SCOPE OF WORK	13
EVALUATION CRITERIA	17
SUBMITTAL REQUIREMENTS	21
PROPOSAL CHECKLIST	23
ATTACHMENTS	
Conflict of Interest/Debarment and Suspense Certification Form	24
Campaign Contribution Disclosure Form	25
Statement of Confidentiality	28
Resident Veterans Preference Certification	29
Offeror's Information Form	30

PROPOSAL GENERAL INSTRUCTIONS

1. Requests for proposals (RFP) will be received at the Albuquerque Public Schools Procurement Office no later than 9/27/16 at 2:00 P.M. (Local time) at which time the said proposals will be opened and recorded as received. The purpose of this Request for Proposal is design and delivery of newly manufactured playground equipment and provide parts for repair and or replacement.

2. Pre-Proposal Conference

Attendance at the pre-proposal meeting is not mandatory, however will serve as a benefit to prospective offerors since a detailed question and answer scenario will be administered. The pre-proposal meeting will be conducted at Lincoln Complex, 915 Locust SE, Building A, First Floor Conference Room – Albuquerque, NM 87106 on **September 08, 2016, at 2:00 PM local time**. All offerors who intend to submit a proposal, are encouraged to attend this meeting. It is the offeror's responsibility to arrive to the meeting on time.

This meeting provides potential offerors an opportunity to request clarification about the procurement process and discuss the intent of the RFP.

3. "The Purchaser" as used in these specifications shall refer to Albuquerque Public Schools (APS).
4. Albuquerque Public Schools is seeking requests for proposals from qualified individuals and/or companies in accordance with the RFP scope of work.
5. Any inquiries or requests regarding clarification of this procurement document shall be submitted to the construction buyer in writing. Construction Buyer contact information is Michael Madrid and email is Michael.madrid@aps.edu. 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 Departments 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 Proposers by addendum, no verbal responses shall be authoritative.
6. Any contact during the 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.
7. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.

8. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.

9. The envelope containing the completed request for proposal **must** be marked "Request for Proposal" and corresponding RFP # and addressed as follows:

**Michael Madrid CPPB, Construction Buyer
APS Offsite Procurement Office
Lincoln Complex, Building M, Room M174
912 Oak St. SE,
Albuquerque, NM 87106**

10. Any and all Proposals not received by the Proposal submission date and time shall be rejected and returned unopened.

11. APS may in its sole discretion extend the time for the submission of offers 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.

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

“Agency” shall mean Albuquerque Public Schools (APS)

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

“Contractor” shall mean successful Offeror.

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

“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 Request for Bid 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 Offeror’s proposal or bid.

“Offeror” or “Proposer” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

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

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

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

“Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

13. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

14. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

15. The District reserves the right in its sole discretion to waive minor informalities in offers 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.

16. 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 proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.

17. All costs incurred by a Proposer 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 Proposer.

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

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

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

21. The District reserves the right to discontinue negotiations with any selected Proposer.

22. In submitting an offer to this invitation, the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District.

23. The contents of the proposals will be kept confidential until APS awards a contract. At that time, 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 bid 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 offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. 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 Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

24. 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 reserves the right to refuse any or all proposals and 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.

25. By responding to this RFP, Proposers acknowledge and agree to the terms and conditions set forth in this RFP.

26. Offeror shall submit one (1) original proposal and one (6) identical electronic copy of their proposal to the location specified in item 9 proposal general instructions. Electronic copy is not email; please provide a CD or USB Jump Drive loaded with your proposal. Fax copies are not accepted.

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFP, enter into a one (1) year contract, plus an additional one-year extension, not to exceed a total of five (5) years. The District will determine which is most advantageous and in the best interest of the District.

2. **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.

3. **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.

4. 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.

5. **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.

6. **Public Liability Insurance:** At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Workers' Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Liability Insurance: The Contractor shall procure and maintain during the life of the contract, an Owner's Protective Liability Insurance Policy written with APS, its officers, agents and employees as named insured with the following limits.

\$1,000,000 Bodily Injury and Property Damage per occurrence
\$1,000,000 Bodily Injury and Property Damage aggregate

General Liability Insurance shall be provided with the following limits.

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence
\$50,000 Fire Damage (any one fire)
\$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:

\$1,000,000 Bodily Injury and Property Damage combined per occurrence
\$1,000,000 Bodily Injury and Property Damage combined aggregate.

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property

damage including completed operations, personal injury and underground coverage if project requires underground operations.

The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits.

\$1,000,000 combined single limit bodily injury or property damage per occurrence. Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

If any policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

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

7. **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.

8. **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.

9. **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

10. **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.

11. **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 proposer and another person or firm that constitutes a conflict of interest that is adverse to the District.

12. **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.

13. **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 1978).

1. **New Mexico Resident Bidding Preferences:** There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these preferences are not cumulative.

A. VETERANS PREFERENCE

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

1. Resident veterans businesses with annual revenues of \$3M or less are to receive a 10% preference discount on their bids and proposals.

This preference is separate from the current instate preference and is not cumulative with that preference.

However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

All public solicitations must contain the attached "Resident Veterans Preference Certification". Also, please attach vendor preference certificate to your bid response.

B. RESIDENTIAL PREFERENCE

New Mexico Resident Business Preference:

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

OVERVIEW

APS has issued this competitive sealed request for proposals for the purpose of obtaining responsive proposals from responsible parties. Cost will be included as one of the evaluation criteria but the award of this RFP will not depend solely on cost.

SEQUENCE OF SELECTION PROCESS EVENTS

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

	<u>Action</u>	<u>Estimated Date</u>
1.	Issue RFP	September 01, 2016
2.	Non-Mandatory Pre-Proposal Meeting	September 08, 2016 @ 2:00 p.m. @ 915 Locust SE, Building A, First Floor Conference Room
2.	Deadline To Submit Additional Questions	September 16, 2016 @ 2:00 p.m.
3.	Response to Written Questions/RFP Amendments/Addendum will be posted on the Procurement Website http://www.aps.edu/procurement . (If Required)	September 19, 2016
4.	Submission of Proposal	September 27, 2016 @ 2:00 pm @ 912 Oak Street SE, Building M, Room M174
5.	Proposal Evaluation	TBD
6.	Multiple Award	TBD
7.	Pre-Interview meeting (If required)	TBD
8.	Notice of Finalists (If required)	TBD
9.	Interviews with Finalists (If required)	TBD
10.	Notice of Award	TBD
11.	Contract Negotiations	TBD
12.	APS School Board Approval	TBD

*The selection committee *may* interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.

This schedule is subject to change.

BACKGROUND

APS is the largest school district in New Mexico and one of the nation's largest school districts, covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 143 schools: 13 high schools, 13 schools of choice, 27 middle schools, 89 elementary schools plus 21 APS authorized Charter Schools in 2013-2014. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 88,122 students and 14,000 employees, 11,500 full time and 6,300 teachers, and 1,900 classroom educational assistants.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Raquel Reedy.

Federal Funds (if checked)

If checked, this project utilizes federal funds, Executive Order 13658 – Minimum Wage and Davis Bacon Act must be adhered to. New Mexico In-State Resident and Resident Veteran Business preference points do not apply

SCOPE OF WORK

Albuquerque Public Schools is accepting proposals for design and delivery of new playground equipment, shade structures, site amenities, playground musical panels and such, swing mats, sand and water tables (no fitness equipment in playgrounds areas and no skate parks) and to provide parts for repair and or replacement. The awarded vendor(s) will be responsible to provide newly manufactured age appropriate playground equipment that meets or exceeds requirements of this RFP.

The playground equipment must meet or exceed all current guidelines for public playgrounds. The guidelines include ASTM, CPSC, IPEMA standards and ADA requirements.

The District reserves the right to award a multiple source award if it is determined to be in the best interest of the District in accordance with 13-1-153 NMSA 1978, and is to be awarded to the Offeror(s) having submitted the proposal(s) determined to be in the best interest of APS.

Regardless, if a vendor has an existing contract with another public entity or co-operative agreement (GSA, CES, E & I, State Pricing Agreement, etc), interested vendors should respond with a proposal to this RFP to be considered for an award of a Pricing Agreement with APS.

Pricing: Vendors shall submit discount pricing in the following format in their proposal. Vendor shall ensure that pricing proposed in this RFP and in the future is equal or better than any established contracts (GSA, US Communities, TCPN, CES, etc) the vendor might hold.

RFP FORM/PRICE SHEET

PRODUCT/ EQUIPMENT PRICING

Offeror shall include all product pricing using this format. Use additional space as necessary

MFG PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	% DISCOUNT OFF LIST PRICE	NET PRICE

--	--	--	--	--	--

RFP FORM/PRICE SHEET

REPLACEMENT PARTS PRICING

Offeror shall include all product pricing using this format. Use additional space as necessary

MFG PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	% DISCOUNT OFF LIST PRICE	NET PRICE

Shipping:

Vendors shall submit in their proposal the estimated shipping time for all deliveries made to the APS playground yard. All equipment deliveries must be clearly marked, and must include the school name, location, and all parts included in the delivery. Shipping shall be computed from the date equipment leaves the manufacturer.

Manufacturer	Location of Equipment Manufacturing	Estimated Average Shipping Time

APS expects all shipping to happen within estimated average shipping time (as submitted in RFP). Any delays must be coordinated with the APS M&O Playground Manager.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases that will be awarded to awarded vendor(s) in conjunction with this RFP.

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.

	Possible Points	Points This RFP
Local Presence	25	
Manufacture Warranty	15	
Product Delivery	15	
Scope of Work Pricing	20	
Training Program for Installers & Maintenance Staff	25	
Total Possible Points	100	
New Mexico Resident Business Preference: 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	
Veteran New Mexico Resident Business Preference : Ten, eight, or seven 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"> • 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	10	
Total Possible Awarded Points	100-110	

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.

EVALUATION FACTORS

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

1. **Local Presence** - Demonstrate through narrative, graphics or maps the offeror's ability to respond quickly to on and off-site requirements for design, construction and administration of playground equipment installation/repair. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs. Familiarity with APS as the client and owner as well as familiarity with APS Design Standards and other miscellaneous APS guidelines.
2. **Manufacture Warranty** – Identify manufacture standard warranties and any extended warranties the manufacture or service provider would offeror to the owner.
3. **Product Delivery** – Identify typical product delivery times and a mechanism whereby product delivery could be expedited.
4. **Scope of Work Pricing** - In an effort to ensure that pricing evaluation information is consistent, the owner has developed a typical playground scenario. Equipment has been identified as follows and the offeror is required to provide applicable pricing to ensure that the system is fully functional.

The Offeror with the lowest price shall receive the maximum price score, i.e., the maximum numerical weight assigned to the price below. The price score of each other Offeror shall be determined by applying the following mathematical formula: price of lowest Offeror divided by the price for this Offeror multiplied by the maximum price score:

$$\frac{\text{Price of lowest Offeror}}{\text{Price of this Offeror}} \times \text{maximum price score} = \text{price score this Offeror}$$

The following image is a playground site at one of our Elementary Schools. Product description and pricing in the identified pricing matrix is required. All proposed pricing shall exclude any site preparation and only equipment referenced in the image is required in the pricing matrix. Any associated costs such as shipping, permitting etc. shall be incorporated in your unit price and subsequent total price. Evaluations will be made first on how complete your product description reflects equipment in the referenced image, and second on the total pricing for the proposed equipment.



Product Description	Product #	Unit Cost
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____

		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
TOTAL PRICE FOR FURNISHING PRODUCT/EQUIPMENT		\$ _____

- 5. Training Program for Installers & Maintenance Staff** – Offeror shall develop a training program for product installers and APS maintenance staff. Identify in detail your proposed program in order to insure that all individuals providing installation or maintenance on playground equipment are properly informed as to manufacture standards for installation and maintenance. Offeror should include any cost that may be associated with participants attending the training program. Favorable consideration will be offered to programs that either provide the training at no cost or minimal cost.

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

Your response shall not exceed thirty (30) single sided pages (**Excluding from page count are percentage price discounts for equipment and replacement parts**). **The page limit does not**

include: front and back cover, any required attachments, blank dividers, and table of contents.

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE – SHALL BE COUNTED TOWARDS THE 30 PAGE MAXIMUM.

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

Proposals Include:

A letter of transmittal, which includes the following information:

- A. Name, address, telephone/FAX number and email of business
- B. Name of the primary contact.
- C. Authorized signature and title of Offeror.
- D. Date of proposal; and
- E. Statement that the Offeror has the ability to provide the services requested and will comply with the contract terms and conditions set forth in this Request for Proposal and acknowledges any addendums or is requesting changes to certain terms and conditions, if awarded a contract.

Introduction and Background: Overview of current and prior experience in work comparable to the scope of services required in this request for proposals. Include years of experience providing these services for similar school districts of comparable size and complexity. Demonstrate firm’s ability to act in this capacity for the District, demonstrate industry performance indicating the ability of Offeror to perform the required services in a timely, effective and efficient manner.

Safety Standards

Provide information on ability to meet safety standards, any information on safety records. Provide all necessary certifications to validate the safety requirements met by your playground equipment.

Design and Evaluation of Existing Playgrounds Provide information on the ability to assess existing playgrounds, and design new equipment to meet the needs of the existing playground.

Durability

Provide information on length and breadth of warranty, service response times and maintenance requirements.

Pricing

Include manufacturers, % off discount, and list that discount is applied to, Include % off discount for replacement parts.

Shipping

Provide estimated average shipping time for playground equipment and origin of shipments

Attachments: Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form, New Mexico Employees Health Coverage Form, Acknowledgement of Addendums

PROPOSAL CHECKLIST
Albuquerque Public Schools / Procurement Department

Did You:

- Offerors shall provide one original proposal, six identical paper copies and one digital either a CD or USB of their proposal. Electronic copy via e-mail or fax are not acceptable.
- Include List of References- Please do not list APS personnel.
- Acknowledge all addenda
- Review all clarifications/questions/answers.
- Clearly mark your proposal with RFP number on the front of the envelope and opening date.
- Deliver sealed proposal to APS Off-site Procurement Office located at 912 Oak St. SE, Building M, Room M174, Albuquerque, NM 87106 before due date and time.

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

Contact the Purchasing Department immediately if any portion of this RFP is missing. This form is for your information only and does not need to be submitted with your proposal. This form is not all inclusive and Offerors should read the RFP carefully to ensure all items are addressed in your proposal.

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

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

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) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Albuquerque Public Schools forever thereafter, to keep confidential all information and material provided by 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 any client, vendor, or other party transacting business with the prior written permission of. This obligation shall survive the termination or cancellation of the Contract between Contractors and 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 or to the owner of such information, inadequately compensable in damages and that, accordingly, 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)

(Date)

Resident Veterans Preference Certification

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

Please check one box only

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3 M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

In conjunction with this procurement and the requirements of this business application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference. I understand that knowingly giving false or misleading information on this report constitutes a crime.

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

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.

Offeror's New Mexico Gross Receipts Tax No. _____

Offeror'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 various construction services on demand.

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 bid is by Corporation)