REQUEST FOR PROPOSALS

RFP Number: 17-087MM-KV

Plumbing Contractor – On Demand

June 11, 2017

ALBUQUERQUE PUBLIC SCHOOLS

MAINTENANCE & OPERATIONS
FACILITIES DESIGN & CONSTRUCTION
AND
OFFSITE PROCUREMENT OFFICE
LINCOLN COMPLEX, BLDG. M, ROOM 174
912 OAK STREET SE
ALBUQUERQUE, NM 87106

RFP TABLE OF CONTENTS

I. OVERVIEW OF RFP AND PROJECT REQUIREMENTS

A. Purpose of this Request for Proposals
B. Background - Albuquerque Public Schools
C. Project Description
D. Project Funding
E. Mandatory Pre-Proposal Meeting
F. Proposal Security
G. Subcontractor Listing Forms
H. New Mexico Prevailing Wage Rates
I. Plan Checking Fees, Permits, Other Charges
J. APS Behavioral Policies Apply to Contractor's Personnel
K. Method of Award (s)

II. CONDITIONS GOVERNING THE PROCUREMENT

A. Sequence of Selection Process Events

B. Explanation of Selection Process Events

1. Issue RFP
2. Mandatory Pre-Proposal Conference
3. Submission of Written Questions
4. Last Addendum Prior to Submission of Proposals
5. Submission of Proposals
6. Proposal Evaluation
7. Notice of Finalists (if interviews are to be held)
8. Interviews of Finalists (if interviews are held)
9. Contract Negotiations
10. APS Board Approval
11. Notice of Award(s)

C. Standard Conditions Governing the Procurement

1. Protests
2. Incurring Cost
3. Third-Party or Subcontracting GC Contract Requirements
4. Amendments or Modifications to a Proposal by Offeror
5. Offeror's Rights to Withdraw Proposal
6. Disclosure of Proposal Contents
7. Confidential Data
8. Termination of RFP
9. Sufficient Appropriation
10. Offeror Qualifications
11. Right to Waive Technical Irregularities
12. Potential Civil and Criminal Penalties
13. Release of Information
14. Clarifications from Offerors
15. Licensing Requirements
16. Subcontractors
17. Non-conforming Proposals

D. Definitions and Terminology

III. CONTRACTUAL AGREEMENT AND BONDS

1. Performance & Labor and Materials Payment Bonds
2. Time of Delivery and Form of Bonds
3. Subcontractor Bonding

IV. PROPOSAL RESPONSE FORMAT AND ORGANIZATION

A. Number of Proposals
B. Submission of Price Proposals
C. Submission of Technical Proposals
D. Price Proposal – Volume 1 - Detailed Requirements

Item 1 Price Proposal Form
Item 2 Proposal Security (Bond or Cash), Agent's Affidavit
Item 3 Notarized Declaration Letter from Surety
Item 4 Certificate of Insurance
Item 5 Resident Contractor (or Veteran Resident Contractor) Preference Certificate
Item 6 Campaign Contribution Disclosure Form
Item 7 Conflict of Interest and Debarment/Suspension Certification Form
Item 8 Contractor's State of NM W-9 Form
Item 9 Offeror's Contractor's License(s)

E. Technical Proposal – Volume 2 - Detailed Requirements

1. Technical Proposal Format

Tab 1 Letter of Submittal
Tab 2 Contractor's Statement of Qualifications & Attachments
Tab 3 Past Performance
Tab 4 Project Staffing
Tab 5 Management Plan
Tab 6 Health and Safety

2. Tabs/Evaluation Categories
3. Important Note on the Technical Proposal's Content

V. PROPOSAL EVALUATION

A. Evaluation Process and Scoring Methodology

1. Receipt and Opening of Proposals
2. Proposal Discussions
3. Evaluation Committee
4. Technical Proposal Evaluation
5. Price Proposal Evaluation
6. Combining Scores, Preference Adjustments, and Ranking of Proposals
7. Short-Listed Offeror Withdrawal from Interviews (if held)
8. Interviews (if held)

B. Evaluation Criteria

C. Statutory Rules Governing Proposal Evaluation

ATTACHMENTS:

Attachment A: Experience
Attachment B: Resumes
Attachment C: Organizational Chart of Management Team
Attachment D: Projects Currently under Contract
Attachment E: Notarized Declaration of Surety
Attachment F: Copy of Firm's Written Safety Plan
Attachment G: Letter from Insurance Carrier
Attachment H: Written Quality Assurance Program
Attachment I: Affidavit of Non-violation of Labor Codes
Attachment J: Judgments, Breach of Contract, Protests

VI. TECHNICAL SPECIFICATIONS

A. General Requirements

1. **Codes**
2. **Standards**
3. **Licensing and Personnel Qualifications**
4. **Permits, Licensing & Reimbursement of Fees**
5. **Supervision**
6. **Project Performance**
7. **Project Procedures**
8. **Work Request(s) NOT Defined in Scope of Work**
9. **Work Scheduling**
10. **Support Service**
11. **Interrupting Services**
12. **Safety**
13. **Emergency/Lockdown Procedures**
14. **Guarantee**
15. **Protection of Adjacent Surface**
16. **Protection of Work**
17. **Clean-Up**
18. **Final Acceptance**
19. **Releases of Lien**
20. **Surplus Equipment**

B. Detailed Requirements

1. **Manufacturer Specifications**
2. **Specification Deviations**
3. **Plumbing Warranties**
4. **Materials, Delivery, Storage & Handling**
5. **Procurement of Other Materials**
6. **General Installation Requirements**
7. **Horizontal Plumbing**
8. **Patch Cables**
9. **Backbone Plumbing**
10. **Fiber Specifications**
11. **Wireless Specifications**
12. **Pathways**
13. **Portable Buildings**
14. **Equipment Racks & Enclosures**
15. **Administration**
16. **Grounding & Bonding Requirements**
17. **Fire Stopping & Penetration Sealants**
18. **Cable Testing**

19. **Reports & Certifications**

VII. PRICING

A. Fixed Fee
B. Labor Pricing

APPENDIX A: Campaign Contribution Disclosure Form
APPENDIX B: Conflict of Interest & Debarment/Suspension Certification Form
APPENDIX C: Resident Veterans Preference Certification
APPENDIX D: Offerors Information Form
APPENDIX E: Sample Wage Decision

I. OVERVIEW OF RFP AND PROJECT

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Albuquerque Public Schools (APS) is requesting competitive sealed proposals with the intent of entering into a contract for furnishing all labor, materials and equipment to provide plumbing services throughout the district on an as-needed basis. All potential Offerors are to read, understand and accept the requirements of this Request for Proposals (RFP), especially the **mandatory requirements**.

This is a qualifications-based selection with cost as a consideration. The Offeror is required to provide, as part of the Technical Proposal, the qualifications and other documents requested in this RFP. The Price Proposal will be evaluated separately from the Technical Proposal.

The award(s) of a contract shall take into consideration certain contractor qualification and performance factors that add value to a procurement contract. Factors such as contractor past performance, technical expertise and experience, management capabilities and resources, will form the basis for the criteria to be considered, in addition to price to perform the scope of work. award(s) shall be made in accordance with the terms conditions, and requirements stated herein.

B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS

Albuquerque Public Schools (APS) is the nation's 28th largest school district covering a 1200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board of seven members serving staggered terms of four years each governs the district. The Albuquerque school district maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms and administrative offices. The district strives to keep pace with Albuquerque's growth. The approximately 90,000 APS students plus 5000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools.

C. PROJECT DESCRIPTION

Various services on demand for projects shall not to exceed $1,000,000.00 per individual project, with an aggregate not to exceed $10,000,000.00 over a three year term.

D. PROJECT FUNDING

Albuquerque Public Schools has funds to administer various projects and will be referred to throughout the contract documents as the "Owner".

E. MANDATORY PRE-PROPOSAL MEETING

Attendance at the pre-proposal meeting is mandatory. The pre-proposal meeting will be conducted at Lincoln Complex, Building M, Conference Room M190 B, 912 Oak Street SE, Albuquerque, NM 87106 on June 20, 2017 at 10:00 AM local time. All contractors who intend to submit a proposal for this procurement, must attend this meeting. Only those contractors who attend this mandatory pre-proposal meeting are eligible to provide a response to this procurement.

F. PROPOSAL SECURITY

Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of $1,000,000.00 ($1,000,000.00 x.05% = $50,000.00), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each price proposal.

The Offeror will provide, with the proposal, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain Performance; Labor, and Materials Payment Bond for projects which exceed $25,000.00. Costs for securing permits, bonds and checking fees will be reimbursed as a pass through expense with no mark-up allowed.

No Offeror may withdraw his proposal for **45 days** after the actual date of the opening thereof.

G. SUBCONTRACTOR LISTING FORMS

This RFP includes subcontractor listing requirements for those projects which exceed $60,000.00.

H. NEW MEXICO PREVAILING WAGE RATES

Wages to be paid as a result of a contract awarded could be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of $60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the Contractor will not relieve the Contractor from becoming aware of or complying with such determinations.

I. PERMITS, PLAN CHECKING FEES, OTHER CHARGES

Offerors shall be responsible for securing all applicable bonds, permits, including any Plan Checking Fees as charged by the City of Albuquerque (or any other applicable entity or agency with jurisdiction over the projects) for checking Contract Documents prior to obtaining a permit. Costs for securing permits, bonds and checking fees will be reimbursed as a pass through expense with no mark-up allowed..

J. APS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

All current behavioral policies of the APS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on APS property, shall be deemed to be in force for the Contractor's work forces when they are on APS property, including the project work site.

K. METHOD OF AWAR(S):

The Owner intends to award this procurement to the highest ranked Offeror(s) in accordance with the Request for Proposals requirements. Further, based on the district's needs, APS reserves the right to issue a multiple award(s). The Owner reserves the right to reject any and all proposals, to waive technical irregularities, and to award(s) the contract to the Offeror whose proposal it deems to be in the best interest of the Owner.*

***NOTE: Please read all of the RFP documents carefully for mandatory requirements.**

CONTRACT TERM: This price agreement shall be for a period of twelve months with an option to renew upon mutual consent from the offeror and the district for an additional two– twelve month periods.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF SELECTION PROCESS EVENTS

	Event	Responsible Party	Date	Location
1.	Advertisement	APS Procurement	June 11, 2017	Public Advertisement
2.	RFP and Construction Documents Made Available to Potential Offerors on the procurement website: *http://www.aps.edu/procurement)*	APS Procurement	June 12, 2017	APS Procurement Website: http://www.aps.edu/procurement
3.	**Mandatory Pre-proposal Conference** (Only those who are in attendance will be eligible to submit a proposal)	**APS Procurement**	**June 20, 2017 at 10:00 AM**	**Lincoln Complex, Bldg. M, Conference Rm. M190 B, 912 Oak St. SE, Albuquerque, NM 87106**
4.	Submission of Written Questions	Potential Offerers	June 27, 2017 before 3:00 PM deadline	Michael Madrid, CPPB Construction Buyer michael.madrid@aps.edu
5.	Release of Last Addendum Prior to Submission of Proposals	APS Procurement	June 30, 2017	APS Procurement Website: http://www.aps.edu/procurement
6.	**Submission of Price & Technical Proposals: Volume 1 & 2**	Offerors	**July 11, 2017 2:00 PM deadline**	**APS Offsite Procurement Office, Lincoln Complex, Bldg. M, M190 B 912 Oak St. SE, Albuquerque, NM 87106**
7.	Proposal Evaluation	Evaluation Committee	TBD	APS FD+C Offices
8.	Notice of Finalists (if interviews are held)	APS Procurement	To be determined (only if needed)	
9.	Interviews of Finalists (if interviews are held)	Evaluation Committee	To be determined (only if needed)	APS FD+C Offices
10.	Professional Courtesy Letter	APS Procurement	1 Day following final Evaluation Committee Meeting	
11.	Notice of Intent to Award(s)	APS FD+C	1 Day following final Evaluation Committee Meeting	
12.	Contract Negotiations Completed	Successful Offeror	TBD	APS FD+C Offices
13.	**APS Board Approval**	**APS FD+C**	**TBD**	**APS Board Meeting**
14.	**Notice of Award(s)**	**APS FD+C**	**TBD**	**APS FD+C Offices**

NOTICE: APS reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.

B. EXPLANATION OF SELECTION PROCESS EVENTS

1. Issue RFP

This RFP is issued by the Albuquerque Public Schools in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, and General Government Administration Procurement Code Regulations for Use of Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs.

The Request for Proposals (RFP) documents consist of all the documents listed in the Table of Contents and all documents incorporated in this RFP.

2. Mandatory Pre-Proposal Conference

This meeting provides potential Offerors an opportunity to request clarification about the procurement process and discuss the intent of the proposal. A representative from each interested prime contractor is required to attend.

If THE PRIME CONTRACTOR IS ABSENCT FROM THE MANDATORY PRE-PROPOSAL MEETING, IT PRECLUDES PARTICIPATION AS AN OFFEROR ON THIS PROPOSAL.

3. Submission of Written Questions

This deadline for the submission of written is identified in the sequence of events schedule.

All questions, both those regarding the selection process and those regarding technical construction issues, shall be submitted in writing to:

APS Procurement Contact:

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

Telephone: 505-848-8826
E-mail: michael.madrid@aps.edu

4. Last Addendum Prior to Submission of Proposals

This is the deadline by which APS must issue all addenda for this procurement so that Offerors have time to finalize their proposals. Refer to the schedule of events section for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Request for Proposals and any information required shall be included in each Offeror's proposal.

5. Submission of Price Proposals, and Submission of Technical Proposals

a) Receipt of Proposals:

Each proposal will consist of Volume 1 - Price Proposal (one original) and the Volume 2 - Technical Proposal (one original and five copies). These two volumes shall be submitted in two separate sealed envelopes or packages and **submittal of proposals are due by 2:00 p.m., July 11, 2017**. Clearly label each envelope or package with the RFP number, volume number & name, Offeror's name, address and date of submittal.

Offeror shall deliver proposals to:

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

Telephone: 505-848-8826
E-mail: michael.madrid@aps.edu

APS Procurement will time-stamp proposals upon arrival at the Offsite Procurement Office and hold in a secure location. A public log will be kept of the names and submittal times of all proposals**. Proposals delivered after the deadline will be deemed non-responsive, and will be returned unopened to the Offeror.** It is solely the Offeror's responsibility to ensure that Proposals arrive at the appointed date, time and location. Proposals may be delivered early to avoid any possible delay of the submission.

Proposals may be hand carried/delivered or shipped/mailed by common carrier, courier of US Postal Service. **No other method of delivery will be allowed. Telephone, telegraphic, facsimile offers will NOT be accepted.**

b) Opening of Proposals: Proposals will **NOT** be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award(s) of the contract. The APS Construction Buyer will designate one or more witnesses to be present during the opening of the proposals. The witness(es) and Construction Buyer will sign an affidavit identifying the offeror's proposal contents for the procurement file.

6. Proposal Evaluation

The Evaluation Committee will meet to review all proposals. The technical proposal evaluation will be scored first and independently of the price proposal evaluation, as described in detail in a later section of this RFP. The Evaluation Committee may decide to hold interviews with the highest-ranked Offerors. The Evaluation Committee reserves the right to award(s) the contract without interviews. If fewer than three proposals are received, the Evaluation Committee may recommend award(s) or may reissue the RFP. The Committee shall determine the rankings without the possibility of a tie.

7. Notice of Finalists (if interviews are to be held)

If the Evaluation Committee decides to hold interviews, APS Procurement shall notify all Offerors in writing stating which Offerors will be invited to interview.

Note: The Evaluation Committee may hold interviews with the highest-ranked proposals, where there is a natural break in the scoring. The number of interviews, if held, will be at the discretion of the Evaluation Committee. The Evaluation Committee reserves the right to award(s) the contract without interviews. If interviews are not held, the decision shall be documented for the procurement file.

8. Interviews of Finalists (if interviews are held)

If interview(s) are to be held, the date, time, and location of the Interview Meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Finalist Offerors that includes the points to be allocated to each question.

NOTE: A "Pre-Interview" meeting may be held by APS Procurement, if it is determined it is in the best interest of the short-listed Offerors and the Project, to answer questions regarding the interview process, and to distribute the list of prepared questions to be addressed.

9. Contract Negotiations

The Owner reserves the right to enter into negotiations with the apparent successful Offeror per NMSA 13-1-115, and will begin contract negotiations as soon as possible after the Notice of Intent to award(s). If contract negotiations are not finalized within a reasonable period of time, the Owner may conclude negotiations with the selected firm and begin negotiations with the next ranked firm based on final ranking.

10. APS Board Approval

The Procurement Department shall present the selected Offeror's proposal to the Board of Education for approval, first by the Finance Committee of the Board, and then by the full Board, at their next regularly scheduled meetings.

11. Notice of Award(s)

APS Procurement shall prepare the Notice of Award(s) and send it to the selected Offeror(s).

C. STANDARD CONDITIONS GOVERNING THE PROCUREMENT

This section contains guidelines under which this RFP is issued, and conditions concerning how the project will be completed.

The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project, should the need arise. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror.

1. **Protests**

In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or the award(s) of a contract may protest to the Procurement Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

Rennette R. Apodaca, MPA, CPPO
Executive Director – Procurement and Accounts Payable
6400 Uptown Blvd. NE, Suite 600
P.O. Box 25704
Albuquerque, NM 87110

The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.

2. **Incurring Cost**

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

3. **Third-Party or Subcontracting Contractor Contract Responsibilities**

Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award(s) is made on a quality-based evaluation process, reassignment of Contractor duties and responsibilities to a third party is not acceptable

4. **Amendments or Modifications to a Proposal by Offeror**

An Offeror may submit an amended proposal prior to the deadline for receipt of proposals. Such an amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble proposal materials for the Offeror.

5. **Offeror's Rights to Withdraw Proposal**

No Offeror may withdraw their proposal for **45 days** after the actual date of the receipt thereof (Proposal Due Date).

6. **Disclosure of Proposal Contents**

Proposal contents will be kept confidential until conclusion of successful contract negotiations. At that time, all proposals will be open to the public, except for the material which has clearly been noted and determined by the APS Procurement to be proprietary or confidential as noted by the Offeror.

7. **Confidential Data**

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 § 57-3A-7. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection for the non-confidential portion of the qualifications-based proposal.

8. Termination of RFP

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Owner determines such action to be in the best interest of APS. The RFP process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Offeror.

9. Sufficient Appropriation

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

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

10. Offeror Qualifications

The Evaluation Committee may consider any relevant information or data, from any reliable source (references) relating to the RFP evaluation factors and the Offeror's ability to successfully perform. Such information may be obtained from the Offeror's prior customers, commercial and public databases or other reliable sources. The Offeror shall furnish to Owner all such information and data for this purpose as Owner may request including but not limited to proof of financial resources, production or service facilities, personnel and experience adequate to complete the project. Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy Owner that such Offeror is qualified to carry out the obligations of the Contract and to complete the work described therein.

The Evaluation Committee may reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

11. Right to Waive Technical Irregularities

The Evaluation Committee reserves the right to waive technical irregularities per state code 13-1-132, (see "Technical Irregularities" in Definitions and Terminology section below). The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

12. Potential Civil and Criminal Penalties

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.

13. Release of Information

Only the Owner is authorized to release information covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award(s) related to this RFP.

14. Clarifications from Offerors

The Evaluation Committee, after review of the proposals and/or Interviews may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.

15. Licensing Requirements

The Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the proposal, provide copies of all of the Contractor's valid 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.

16. Subcontractors

The Subcontractors Fair Practices Act, 13-4-31 et. seq. per NMAC 1.4.8.13, para. C applies to this procurement. Therefore, any request for substitution on the part of the Owner or the Offeror shall comply with this section.

Since the award(s) is made on a qualification-based evaluation process, replacement of subcontractors after award(s) and prior to contract execution may cause the Offeror to be disqualified.

17. Non-Conforming Proposals

Proposals will be reviewed, for completeness, format and compliance with the requirements of the RFP. Incomplete proposals will be considered non-responsive and subject to rejection.

Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

If any proposal is deemed non-responsive by the Evaluation Committee, the Offeror will be notified in writing of such determination.

DEFINITIONS AND TERMINOLOGY

This section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Albuquerque Public Schools": Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico (also called "APS").

"APS": Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico.

"Architect" means a member of the project team who is a New Mexico licensed architect and is responsible for the architectural services.

"Award(s) of Contract" shall mean a formal written notice by the District that a firm has been selected to enter into negotiations for a contract for construction services.

"Contractor" means successful Offeror awarded the contract that holds a current State of New Mexico contractor license.

"Contract" means an agreement between Albuquerque Public Schools and a New Mexico licensed contractor for the work covered by this RFP.

"Contract Documents" means any one, or combination, of the following documents: Request for Proposal, Addenda, Agreement between the Owner and the Contractor for General Conditions of the Contract, and the drawings and specifications.

"Contractor" means any person, corporation, or partnership that has entered into a contract with a state agency or a local public body.

"Design Professional" means architect or engineer.

"Determination" The written documentation of a decision made by the Evaluation Committee including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Engineer" means a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

"Evaluation Committee" A body constituted in accordance with Section 1.4.8.16 NMAC 2005 to evaluate proposals and make selection recommendation and or selection. The Evaluation Committee consists of at least five members. The committee should collectively possess expertise in the technical requirements of the project, construction, design and contracting. The Evaluation Committee is chaired by the Director of the FD+C. The APS Construction Buyer serves as staff to the Evaluation Committee.

Facilities Design + Construction (FD+C): A department of Albuquerque Public School (APS). FD+C is the entity requesting proposals.

"Firm" means the company or other business entity referenced under 1.4.8 NMAC for the purpose of identifying, individually or collectively: a contractor, or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

"General Provisions" - The terms **"can", "may", "should", "preferably",** or **"prefers"** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Offerors proposal.

"Mandatory Requirements" - The terms **"must," "shall," "will," "is required,"** or **"are required"** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor may result in the rejection of the Offeror's proposal. Rejection of the proposal will be subject to review by the Evaluation Committee.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP, with the intent of providing construction services for this project.

"Owner", as defined in the Agreement Between the Owner and Contractor, shall be Albuquerque Public Schools.

"Pre-listed subcontractors" means the subcontractors, of any tier, that the Offeror is required to list, pursuant to 1.4.8.13 NMAC of 1.4.8 NMAC, at the time it submits a proposal in response to this request for proposals.

"Prime Contractor" means the New Mexico licensed contractor selected.

"Project Architect, Project Engineer, Contract Engineer or Contract Architect" means architect/engineer.

"**Project Design Team or Contract Architect or Engineer Design Team"** means all members of the Design Professional's firm, including its consultants, who are responsible for the design of and who will be participating in the construction and completion of the project.

"Proposal" is the Offeror's response to this RFP.

"Request for Proposals" or **"RFP"** means this document, any attachments incorporated by reference, and any amendments issued for use in soliciting proposals for construction of this project.

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

"RFP documents" means any one or any combination of the following documents: Request for Proposals, technical proposal; price proposal; financial proposal; contractor's qualifications statement.

"Responsive Offer" or "Responsive Proposal" An offer or proposal which conforms in all material respects to the requirements set forth in the RFP as determined by the Evaluation Committee/APS Procurement. Material respects of an RFP include, but are not limited to quality, quantity or delivery requirements.

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

"Selection" A formal written notice by the construction buyer, APS Procurement that a firm has been selected to enter into a contract to provide this service.

"Staff Architect or Construction Manager" The person designated as the point of contact by the FD+C to act on its behalf, concerning the scope of work and requirements of the contract documents for the project.

"Statement of Qualifications Forms" means the forms included as a part of this RFP, which all Offerors shall complete, including the qualifications for the Team member.

“Technical Irregularities” Are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality or quantity. The Evaluation Committee / APS Procurement may waive such irregularities, or allow an Offeror to correct them, if either is in the best interest of Albuquerque Public Schools. Examples include the failure of an Offeror to:

a) Submit the number of signed proposals required by the RFP;

b) Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror’s intent to be bound; or

c) Acknowledge receipt of an amendment to the RFP, but only if: a) it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

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

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

“Veteran Resident Contractor” - is a contractor that has applied to the NM Taxation and Revenue Department, qualified, and been issued a valid Veteran Resident Preference Certificate pursuant to Section 13-1-22 NMSA 1978.

III. CONTRACTUAL AGREEMENT AND BONDS

1. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS (Projects in excess of $25,000.00)

a) A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico may be required from the successful Offeror prior to award(s) of a contract. The Performance and Labor and Materials Payment Bonds shall be AIA Document A312.

NOTE: APS reserves the right to reduce the amount of bond requirements based on its best interest. Costs for securing bonds will be reimbursed as a pass through expense with no mark-up allowed..

2. TIME OF DELIVERY AND FORM OF BONDS

a) The Offeror will, prior to commencement of Work, furnish such bonds.

b) The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.

c) The AIA A312 1984 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The bond shall be modified as follows:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the surety as provided under this bond.

3. SUBCONTRACTOR BONDING

Each subcontractor shall provide a performance and payment bond on a public works construction project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

IV. PROPOSAL RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF PROPOSALS

Each Offeror's proposal shall be submitted in two parts,

Volume 1: Price Proposal
Volume 2: Technical Proposal

Only one (1) complete original proposal may be submitted by each Offeror.

B. 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 digital copy of each of the following documents:

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

___ Item 1 **Offeror Information Form** (including the information listed immediately below)
- ___NM State License Number & Classifications
- ___Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number (If applicable)
- ___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 **Proposal Security** (Bond or Cash), **Agent's Affidavit**
___ Item 3 **Notarized Declaration Letter from Surety**
___ Item 4 **Certificate of Insurance**
___ Item 5 **Resident Contractor (or Veteran Resident Contractor) Preference Certificate**
___ Item 6 **Campaign Contribution Disclosure Form**
___ Item 7 **Conflict of Interest and Debarment/Suspension Certification Form**
___ Item 8 **Contractor's State of NM W-9 Form**
___ Item 9 **Offeror's Contractor's License(s)**

C. SUBMISSION OF TECHNICAL PROPOSALS – VOLUME 2

By the date and time of Submission of Technical Proposals, Offeror shall submit one (1) original, five (5) copies, and one digital copy of the Technical Proposal, each to include the following documents:

___Tab 1 Letter of Submittal
___Tab 2 Contractor Statement of Qualifications and Attachments
___Tab 3 Past Performance
___Tab 4 Project Staffing
___Tab 5 Management Plan
___Tab 6 Health and Safety

After award(s) 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.

D. 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 - PROPOSAL SECURITY (BOND OR CASH):

Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of (**5%** of $1,000,000.00 = $50,000.00), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, which bond or check must accompany Offeror's price proposal.

No Offeror may withdraw his proposal for **45 days** after the actual date of the opening thereof.

ITEM 3 – 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 4 - 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 5 - 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 Proposal 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 award(s) 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, contractor shall submit with its Proposal or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
4. The preference is limited in any calendar year, to an aggregate of $3,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
5. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
6. 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.
7. If there is a joint Proposal 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 Proposal or proposal.

ITEM 6 - 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 7 – 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 8 – CONTRACTOR'S STATE OF NM W-9 FORM:

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

ITEM 9 – OFFEROR'S CONTRACTOR'S LICENSE(S)

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

E. 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 30 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, and tab 6 are not to be counted towards the 30 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 – Contractor's Statement of Qualifications & Attachments
Tab 3 – Past Performance
Tab 4 – Project Staffing
Tab 5 – Management Plan
Tab 6 – Health and Safety

Any response that exceeds the referenced page limitation shall be considered unresponsive and will not be forwarded to the evaluation committee for consideration. If there are any questions regarding format requirements, please contact Michael Madrid CPPB, Construction Buyer, 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 6, 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. **Any submittal letter that omits any of the following information may be deemed 'non-responsive'.** The submittal letter shall include acknowledgment and, where appropriate, certification of the following:

1. Identify the name(s), title(s), telephone number(s), fax number(s) and e-mail address(es) of the person or persons who have authority to contractually obligate the Offeror for the purpose of this RFP and who has sufficient knowledge to fully address all matters and respond to all inquiries included in the RFP submittal. The Letter of Submittal shall be signed by one of the persons so identified.
2. If a joint proposal is being submitted, identify the firms, and disclose the percentage of the work/services to be executed by each firm, based on the dollar amount of the fee proposed in the Price Proposal, so that the resident contractor preference or veteran resident contractor preference can be applied in proportion to the work done by each contractor.
3. Acknowledge acceptance of all conditions that govern the procurement. Acknowledge that the information provided in the proposal is truthful, accurate and complete, and that the firm is bound by all information, data, certifications, disclosures and attachments submitted.

4. Acknowledge that, the omission of any material fact concerning requested information, or the submission of any material false or misleading statement, or misrepresentation of a material fact concerning any requested or submitted information, may lead to the disqualification of the proposal as 'non-responsive'.
5. Acknowledge that the Owner has a right to obtain relevant information from other sources (references) to determine that the Offeror is 'responsible'.
6. Acknowledge that if awarded the contract, the RFP documents, and all terms and conditions stated therein, and all information, data, certifications, disclosures and addendum shall be incorporated as part of the Contract.
7. Acknowledge the receipt of all addenda to this RFP and list them by number.
8. Provide certification and/or documentation that the firm possesses the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract, or will achieve same through its prelisted subcontractors.

TAB 2 – CONTRACTOR STATEMENT OF QUALIFICATIONS & ATTACHMENTS

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

NOTE: Offeror should submit only one copy of Attachment F – Firms Written Safety Plan, bound separately from the rest of the Technical Proposal.

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. 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 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, Safety Manager, QA/QC Manager, Estimator, etc).

c. Describe Contractor's participation in skill training.

d. Address reliable staffing sources/project staffing.

TAB 5 – MANAGEMENT PLAN

Provide the following information:

a. Management Team: provide an organization chart of the Management Team.

b. Describe how the construction will be organized, managed, and administered to meet the project requirements, including security and safety controls, with the using agency.

c. Describe the technical approach to project that is intended to ensure that tasks are executed within cost, schedule, and quality goals.

d. Demonstrate the ability/experience to perform service, maintenance and new construction. Also, describe how the service vehicles are equipped.

TAB 6 – HEALTH AND SAFETY

Provide the following information:

a. Provide a summary description of the Contractor's Health and Safety management system. (One copy only of the full Contractor's written Safety Plan is required as Attachment F of the Contractor Statement of Qualifications).

b. Identify the competent person responsible for, and capable of, implementing the safety and health program/plan.

c. Address project specific health and safety risks that have been identified by the RFP and additional risks that the Offeror's team has identified. Describe processes to minimize risk and to ensure that health and safety issues are clearly communicated with the contractors, subs, and the owner.

(See Section V.B Evaluation Criteria, below, for detailed scoring guidelines for the "Health and Safety" category)

3. IMPORTANT NOTE ON THE TECHNICAL PROPOSAL'S CONTENTS

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

The intention of Tabs 4, 5, and 6 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.

V. PROPOSAL EVALUATION

A. EVALUATION PROCESS AND SCORING METHODOLOGY

1. **Receipt and Opening of Proposals**
Proposals, and modifications to proposals, received prior to or at the submission deadline shall be time-stamped upon receipt and the Price Proposal shall be separated from the Technical Proposal and held in a secure place until the Evaluation Committee has scored the Technical Proposal. Proposals shall not be opened publically and shall not be open to public inspection until the successful Offeror has signed a contract.

2. Proposal Discussions
Per 1.4.1.39 NMAC 2005, if mistakes are discovered after receipt of the proposal, The Evaluation Committee may request clarifications of information submitted by any or all Offerors in a written format with a specified deadline for response.

Short-listed Offerors shall be accorded fair and equal treatment with respect to any clarification of proposals. If during discussions there is a need for any substantial clarification of, or change to, a Proposal, the Proposal shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be documented in writing by the short-listed Offeror.

3. Evaluation Committee
The Evaluation Committee shall consist of a minimum of five (5) persons appointed by the Owner. The team shall collectively possess expertise in the technical requirements of the project, construction design and contracting. The Owner may use independent consultants or agents to support the Committee, provided appropriate precautions are taken to avoid potential conflicts of interest.

4. Technical Proposal Evaluation
The Procurement Manager shall review each proposal to determine if it meets all of the mandatory requirements. Proposals that do not meet the mandatory requirements shall be considered "nonresponsive". The Offeror shall be notified in writing of the determination. The Procurement Manager will then distribute the proposals and individual score sheets to the Evaluation Committee, and will review how the proposals shall be scored. The Evaluation Committee members shall score the technical proposals individually.

5. Price Proposal Evaluation
The Price Proposal shall be initially evaluated to ensure that the price(s) offered is responsive to the RFP requirements and instructions. The price evaluation basis for this RFP is the price total proposed for the Hourly total.

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:

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

6. Combining Scores, Preference Adjustments and Ranking of Proposals

The individual scores on the Technical Proposals will be combined with the price proposal score. These individual subtotals will then be adjusted for Resident Contractor Preference or Veteran Resident Contractor Preference.

Per 13-1-21 and 13-1-122 NMSA 1978 (SB 1, 2011 Special Legislative Session, effective 10/5/2011) a resident contractor who holds a valid certificate issued by the NM Taxation and Revenue Department shall be awarded the equivalent of five percent of the total possible points assigned to the procurement.

A veteran resident contractor who holds a valid certificate issued by the NM Taxation and Revenue Department shall be awarded the equivalent of between zero and ten percent of the total possible points assigned to the procurement, depending on the annual revenues of the firm and the aggregate annual veteran preference awards, as described in detail in Section IV above.

When a joint proposal is submitted 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 Proposal or proposal.

The adjusted point subtotals will be converted to a numeric ranking of all proposals per committee member. The individual member rankings per Offeror will then be totaled together to determine the overall ranking of the proposals. The Committee will then determine whether or not to conduct interviews based on the final ranking. All calculations of point standings shall occur during the Evaluation Committee meeting for this project with all members in attendance.

7. Short-Listed Offeror Withdrawal from Interviews (if held):

A short-listed firm may withdraw their proposal if they determine that cannot improve their position in the interview. This event shall be documented for the procurement file, and a notice shall be sent to all Offerors of record of the event. If the next ranked firm is invited to interview, their final points/rank for their Technical/Price evaluation does not change.

8. Interviews (if held)

If Interviews are held, notice to finalists will include the interview date, time, and location. The purpose of the interview is to allow the Offeror to present its qualifications, past performance, management plan, schedule and general plan for constructing the project. It will also provide an opportunity for the Evaluation Committee to seek clarification of the Offeror's proposal.

Prior to the interviews, APS will issue the same set of written questions to each short listed Offeror as a basis for evaluation. Points will be assigned to each question, totaling 50 points. Each Evaluation Committee member will score each question. During the interviews, the written questions may lead to other questions to help clarify and better understand the firm's capabilities, which may be considered in scoring the interview.

Each committee member's total interview points for a given Offeror will be adjusted for Resident Contractor (or Veteran Resident Contractor) Preference first and then added to that committee member's Technical Proposal score and the Price Proposal score (both already adjusted for Resident or Veteran Resident Preference) to generate an adjusted subtotal. **These subtotals will be then evaluated as described in the last paragraph under section 6, immediately above.**

B. EVALUATION CRITERIA

Short listing - A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate the proposals and may conduct interviews with Offerors. The Technical Proposal shall consist of **60 points** total, the Price Proposal shall consist of **40 points**, and the Interview (if held) shall consist of an additional 50 points.

The evaluation criteria to be used by the Evaluation Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

Volume 2 – Technical Proposal		
(1)	Past Performance	**20 points**
(2)	Project Staffing	**15 points**
(3)	Management Plan	**15 points**
(4)	Health and Safety (see detailed scoring guidelines below)	**10 points**
Subtotal of Technical Proposal		**60 points**
Volume 1 – Price Proposal		
(6)	Price Proposal (Price Proposal submittal) based on requirements set forth in Plans and Specifications.	**40 points**
TOTAL POINTS (before Interviews)		**100 points**
Interviews (if Held)		**50 points**
GRAND TOTAL (after Interviews, if held)		**150 points**

APS intends to award(s) this project to the highest ranked Offeror(s) in accordance with the Request for Proposals. APS reserves the right to reject any and all proposals, to waive technical irregularities, and to award(s) the contract to the Offeror whose proposal APS deems to be in the best interest of APS.

Also, it should be noted per State Statute the use of this Proposal by other local public bodies is permissible upon mutual consent from the district and the offeror(s)

Detailed Scoring Guidelines for "Health and Safety" criterion:

a.1 Summary Description of Health and Safety Plan	0.5
a.2 One Full Copy of Written Safety Plan	0.5
b. Competent Person Responsible/Capable of Implementing	0.5
c.1 Project Specific Health/Safety Risks	2.0
c.2 Describe Processes to Clearly Communicate Health/Safety Issues	0.5
Statement of Qualifications for Contractors	
a. Written Safety Program Compliant; Provide One Copy	1.5
b. List of Key Safety Personnel/Safety Manager for This Project	0.5
c. Experience Modification Rate Past 5 Years (Equal to, or Better Than Average)	1.4
d. Recordable Incident Rate for Past Calendar Year OSHA 300 Log	1.4
e. Free of Committing Serious/Willful Violations of Federal/State Safety Laws	1.2
Total Possible Points	**10.0**

C. STATUTORY RULES GOVERNING PROPOSAL EVALUATION

The statutory rules which govern this procurement are in accordance with New Mexico Statutes 1978 Annotated; Chapter 13 – Public Purchases and Property – Pamphlet 29, Section 13-1-114 – Competitive Sealed Proposals; evaluation factors.]

ATTACHMENT A

CONTRACTOR'S 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 With all Change Orders: $_____ Final Contract Days to Complete: with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages assessed on this Project? (__) No (__) Yes Days ____ $ _____

Percentage of Work Subcontracted: _____% Contract Type (__) Competitive Proposal Lump Sum
(__) Negotiated Lump Sum
(__) Guaranteed Maximum Price
(__) Other (Describe)

CUSTOMER SATISFACTION

How was this measured? (__) Customer Survey (__) Attached (__) Yes (__) No (__) Other (Describe)

ATTACHMENT B
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

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

ATTACH ONE (1) PAGE RESUMES OF THE PROPOSED
PROJECT MANAGER
PROJECT SUPERINTENDENT
SAFETY PROGRAM MANAGER
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.

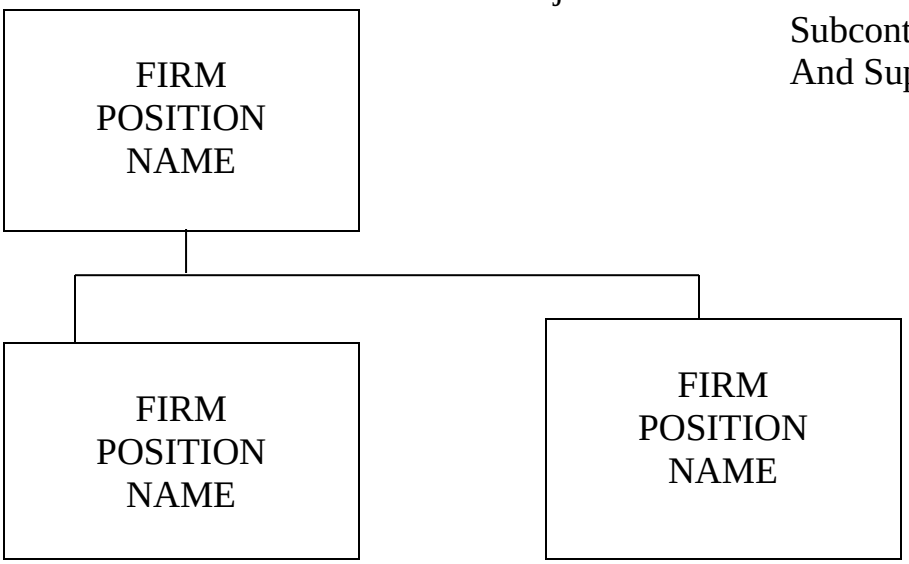
5. Project Professionals and Project Owner Reference may be included.

ATTACHMENT C
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 4.e. Organizational Chart of Project Management Team

Chart should include the entire
Project Team

Subcontractor Key Personnel
And Supervision



1. Indicate the relationship between PM/Supt. Of the Subcontractors and the Contractor's PM/SUPT.

2. Indicate the relationship of the Safety Manager of the Subcontractors and Contractor, and the relationship of the Safety Manager with others on the job site.

3. Indicate the relationship between the QA/QC Manager with other personnel on the job site.

ATTACHMENT D
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 5.c. Projects Currently Under Contract

PROJECT TITLE AND LOCATION	START DATE	PROJECTED COMPLETION

ATTACHMENT E

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 6.d. Notarized Declaration of Surety

DOCUMENTATION FROM SURETY

ATTACHMENT F

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 7.a. Copy of Firm's Written Safety Plan

SUBMIT ONLY ONE (1) COPY OF SAFETY PLAN WITH SUBMITTAL PACKET

Include Work Loss Incidents and History

ATTACHMENT G

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 8.d. Letter from Insurance Carrier

DOCUMENTATION OF INSURABILITY

ATTACHMENT H

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 9.b. Written Quality Assurance Program

SUBMIT ONLY ONE (1) COPY WITH SUBMITTAL PACKET

ATTACHMENT I

CONTRACTOR'S 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 J
CONTRACTOR'S 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 Proposal protests and the outcome, whether denied or upheld.

d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?

Contractor Services
Albuquerque Public Schools
REQUEST FOR PROPOSAL #17-087MM-KV

*For the convenience of the contractors, an electronic version of this RFP may be issued for your use. Any changes to the document's questions or language that differs from the wording as issued in the Project Manual dated **12/02/2013** other than to fill in answers for the questions asked, will constitute a non-responsible proposal.*

STATEMENT OF QUALIFICATIONS FOR CONTRACTORS

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 as a Contractor?
_____

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

b. 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: _____

c. Issue Date: _____Expiration Date: _____

d. 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

e. 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: _____

f. 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 construction activities as identified in the pricing section of this request for proposal? Complete **Attachment A** for five (5) maximum projects listed:

(__) 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 construction 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 ten (10) years experience in the construction industry?

(__) Yes Number of Years: _____ (__) No

(2) Experience on at least one (1) construction type 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 ten (10) years experience in the construction industry?

(__) Yes Number of Years: _____ (__) No

(2) Experience on at least one (1) construction type 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

c. Does your Safety Program Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years experience in a safety management role?

(__) Yes Number of Years: _____ (__) No

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

(__) Yes Number of Projects _____ (__) No

d. Does your Quality Assurance/Quality Control (QA/QC) Manager have the following minimum qualifications and experience? (Attach Resume to **Attachment B**)

(1) At least five (5) years experience in a safety management role?

(__) Yes Number of Years: _____ (__) No

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

(__) Yes Number of Projects _____ (__) No
_____ Years with your firm: _____

Present Position/Job Title: _____ Years in position: _____

List other project(s) this person has had a similar role for the past five (5) years:

_____

_____

_____

Is your QA/QC a Principal or Officer of the firm? (__) Yes (__) No

e. Please include an Organizational Chart (**Attachment C**) of the Management Team that will be assigned to this project. Identify relationships, duties and responsibilities and key roles of each individual.

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources: Total number of current employees: Project Managers _____

Estimators _____

Superintendents _____

Foremen _____

Tradesmen _____

Administration _____

Other _____

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 D**)

(__) 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 E**.

(__) Yes (__) No (attach explanation)

7. SAFETY

a. Does your firm have a written safety program compliant with current State regulations? Provide one (1) copy of your firm's written safety program at **Attachment F**.

(__) Yes (__) No (attach explanation)

b. Provide a list of key safety personnel, including the designated safety manager who will be assigned to this project, and list specific duties.

Name and Title	Specific Duties
_____	_____
	_____
	_____

Name and Title	Specific Duties
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____

c. Provide the Experience Modification Rate for the past five (5) years:

_____ /_____ /_____ /_____ /_____ /_____ /

d. Provide the Recordable Incident Rate for the past calendar year: _____

e. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

(__) Yes (__) No (attach explanation)

8. 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 G**.

9. QUALITY ASSURANCE – ATTACHMENT H

a. Does your firm have a written Quality Assurance Program?

(__) Yes (__) No

b. Provide one (1) copy of the written Assurance Program for **Attachment H**

10. PROJECT SCHEDULING

a. Does your firm use computerized scheduling? (__) Yes (__) No

b. If YES, which programs and versions are used? Please list:

_____

_____

_____

_____

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

d. 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: _____

e. 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_____

11. 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 I**

(__) Yes (__) No

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

(__) Yes (__) No (explain)

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

a. List any judgments against the firm during the past 5 years; use **Attachment J**
b. List any breach of contract other than for cause
c. If applicable, list any formal Proposal 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 CONTRACTOR STATEMENT OF QUALIFICATION

VI. TECHNICAL SPECIFICATIONS

A. GENERAL REQUIREMENTS

1. **Intent:** To establish rates and pricing for all labor, materials, and equipment necessary to provide specified Plumbing Services, upon request, at various APS sites. APS reserves the right to make multiple awards.

2. **Contract Documents:** The Offeror information included in this packet and listed below constitute the contract documents. The Offeror's signature signifies his full understanding of the terms and conditions of this Proposal. The award of the contract shall be made by a Price Agreement issued by APS to the contractor and shall bind the contractor to the terms of the Contract Documents.

   - Information for Offeror
   - General Operating Procedures
   - Technical Specifications:
     - General Requirements
     - Materials/Parts
   - Pricing
     - Labor Rates
     - Plumbing Parts
     - Materials/Equipment
   - Resident/Veterans Preference
   - Subcontractor listing
   - Construction Report Form
   - Campaign Contribution Form
   - Conflict of Interest
   - Terms & Conditions (Signature Page)

3. **Preparation of Proposals:** Each Proposal must be submitted on the prescribed forms. All blank spaces for Proposal prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by person signing the Proposal. Each Proposal must be submitted in a sealed envelope bearing on the outside the name and address of the Offeror and the Proposal number as listed on the Proposal Invitation. Improper identification may result in premature opening of, or failure to open Proposal. **An authorized representative of the company must sign the Proposal. Proposals not signed will be considered as non-responsive and rejected.**

5. **Qualification of Offeror:** APS may make such investigations as necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy APS that such Offeror is qualified to carry out the obligations of the contract and to complete the work described therein.

Offeror shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law applying to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

6. **Familiarity With Conditions:** Clarification of Proposal procedures for this Contract may be made by contacting Michael Madrid CPPB, Construction Buyer, APS Off-site Procurement Office, telephone (505) 848-8826, email: michael.madrid@aps.edu

Offeror must have acquainted themselves with all conditions affecting this contract before submitting a Proposal. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Offeror shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a Proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations and analyses and has made provision as to the cost thereof in his Proposal.

7. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of Contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

8. **Conditional Proposals:** Proposals in which acceptance is in some manner restricted or conditioned by the Offeror will be reviewed by APS. if the limitations imposed are not in the best interest of APS or are prejudicial to other Offeror, Proposal will be rejected.

9. **Awards:** APS reserves the right 1) to award Proposal received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all Proposals or any part thereof; 3) to waive any informality in the Proposals; and 4) to accept the Proposal that is in the best interest of APS. It is the responsibility of the Offeror to inquire as to Proposal results and the status of any subsequent award.

10. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS Director of Maintenance and Operations, APS Procurement Division, and the contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Division. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

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

11. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

    Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any Offeror. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the Proposal documents and proposed contract documents. No oral interpretations shall be given by APS and, if given, such shall not be binding unless reduced to a written addendum issued prior to Proposal opening. All Proposals shall be responsive to and include any addenda issued prior to Proposal opening.

12. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

18. **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 on request. This does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.

19. **Permits/Licensing/Fees:** It is the contractor's responsibility to secure in a timely manner and pay for all necessary permits required by a particular job. The exact cost only of job permits will be reimbursed by APS. Add to invoice as a separate item. APS does not pay for business licenses, contractor licenses etc. or renewals of same, memberships in professional affiliations and similar costs of doing business which are the contractor's obligation to secure and maintain.

20. **Contractor Registration**: Pursuant to NMSA 1978 13-1-105, any contractor, prime contractor or all tiers of subcontractor wishing to be considered for award of any portion of a public works project greater than $60,000 must be registered with the Labor and Industrial Division of the New Mexico Labor Department (NM Department of Workforce Solutions), as required by Section 13-4-13.1 NMSA 1978, as of the date the Offer is submitted, or the offer shall not be considered for award of the Contract.

    Since this is an On Demand type ordering agreement, the Contractor and his listed subcontractors shall maintain their registration with the NM Department of Workforce Solutions during the entire life of the agreement.

    Albuquerque Public Schools (APS) is prohibited from accepting a Proposal from any contractor that does not provide proof of the required registration both for itself or its subcontractors. Please provide certificate of registration number in the space following and include a copy of the Contractors certificate of registration with Proposal packet.

GENERAL OPERATING PROCEDURES

1. **Contract Time:** The duration of this contract shall be 52 weeks following award of the contract. At the completion of the 52-week period, this contract is subject to review and may be extended for two additional 52-week periods, subject to the approval of both parties and contingent upon funding. Pricing will remain firm during the life of the contract.

2. **Work Orders:** Work performed under this contract is subject to strict APS internal controls. Execution of any project within the scope of this contract shall be initiated by the in-house submission of a work order to the attention of the appropriate Maintenance & Operations Manager. A decision will be made to do the work with APS crews or to utilize this contract for all or any portion of the work. Contractor shall have no access to work orders and shall not enter into APS administrative decisions.

   If APS shall elect to use this contract, APS will issue, to the contractor, the Construction Report Form or acceptable estimate form with plans and/or a description. The estimate shall be completed by the contractor, listing a description of the work to be completed, materials required, unit price, estimated quantity, estimated hours per man-hour classification and total estimated cost. Site visits will be conducted as necessary. Contractor shall submit the estimate to APS for review. Based upon APS' calculations, engineer's estimates etc. of the work to be done, estimate will be approved or discrepancies renegotiated with the contractor. If APS chooses to utilize the contract, materials source shall be identified at this time. Items (such as paint to match existing colors) may be supplied by APS. Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation.

   REMINDER: At time of every task order issued for projects over sixty thousand dollars ($60,000), a Wage Rate Decision number must be requested by end user of the user agency. Wage rate must be attached to each contract order issued.

   Return of the signed estimate shall authorize the contractor to proceed with the work. Change orders will follow the same guidelines. Estimates will be as close as possible.

   In the event that the contractor may receive requests from any other department or site location, those requests shall be referred to the Project Manager for clearance without further action by the contractor. Because coordination of permits, final inspections and the collection and updating of utility records fall within his responsibilities, no work may be contracted without his approval and final review.

   Asbestos removal or handling is not within the scope of this contract. If contractor should discover or expose asbestos at any time, work is to be halted immediately and the appropriate APS personnel notified.

   The APS Special Teams Division or the Facilities Planning and Construction Department may also wish to utilize this contract. After approval of the estimate, a project manager shall be assigned who shall work directly with the contractor for the duration of that project.

The following personnel have been designated as authorized contacts for purposes of this contract.

1. Gary Star, Mechanical Maintenance Manager, M&O
2. Martin Romero, Special Teams Manager
3. John Dufay, Director, Maintenance & Operations
4 Karin Alarid, Director, Facilities Planning & Construction

This list is subject to revision at any time.

3. **Work Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** perform work requests which are clearly beyond the defined Scope of Work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations may become the personal liability of the individual requesting such work and APS is under no obligation to make payment.

4. **Work Scheduling:** All work shall be, insofar as possible, performed during normal working hours (7:00 A.M. to 5:00 P.M.) Monday through Friday. However, all work shall be coordinated with both the Project Manager and Operations and the Site Administrator to avoid interference with any facility schedule.

   All workmen shall check in through the administrative office when arriving at the site, and check out when leaving. The site administrator/designee will sign appropriate form verifying that the work has been completed. A list of worker's name(s) and job classification(s) shall be included on the form.

5. **Response Time:** The contractor shall be able to provide 24-hour service. All overtime hours must receive prior approval from APS designee.

   a. Routine Requests--Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The contractor shall be able to respond to multiple routine requests at any one time.

   b. Emergency Requests--Contractor will be expected to respond immediately to a request for work to be performed. Access to buildings shall be arranged by APS designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.

6. **Interrupting Services:** The contractor shall coordinate the execution of all work within the building in order to minimize interference with the operation of existing mechanical, electrical, plumbing, and utility systems during construction or repair work. Connections 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.

7. **Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvement 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, agents, and/or Subcontractors, in connection with this contract.

   Contractor shall barricade or otherwise separate the worksite from students. Workers will not leave hand or power tools unattended. The site administrator or designee has the authority to stop any unsafe job and to require safety precautions such as evacuation from the area to protect students and staff.

8. **Operation Prior to Acceptance:** Albuquerque Public Schools shall have the right to operate any and all apparatus as soon as and as long as it is in operating condition whether or not such apparatus has been accepted as complete and satisfactory. This shall not be construed to mean acceptance before any required alterations or repairs have been made and does not indicate acceptance of the work by APS. Contractor bears the burden for flagging/posting work areas not to be utilized. When the contractor enters into a contract with APS, he/she agrees to the above.

9. **Final Acceptance:** The contractor shall notify the APS Project Manager or designee when each work order/project is complete. APS shall then arrange for a prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.

10. **Releases of Lien:** If applicable, the contractor shall provide unconditional releases of lien from all subcontractors and major material suppliers when submitting his final invoice at the end of each project.

11. **Invoice and Purchase Order Procedures:** Upon award, APS will issue a Price Agreement which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed. SPO's or direct purchase orders will not be used.

    A Price Agreement (PA) issued as a result of this Proposal (Or RFP) has no dollar value associated with it and there are no guarantees that APS will require services or goods under the PA. The PA is an agreement on terms and conditions and pricing for possible future releases based on the needs of APS during the contract period.

    Itemized invoices, clearly referencing appropriate Proposal pricing item number, Price Agreement number and work order number, shall be submitted in duplicate to the using department (M&O or Facilities Planning). Copies of the completed Construction Report Form or appropriate estimate form shall be attached to the invoice to substantiate charges for auditor tracking purposes. Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records. Charges for materials, if any, shall indicate the kinds and quantities, unit prices and manufacturer's list price. For those items which are Proposal, APS will require a copy of the invoice used to purchase the materials/supplies from with the contractor's price. The fixed fee amount for all invoices shall be included in a separate line on the contractor’s invoice.

APS will strive to meet or exceed prompt payment terms as may be established by statute. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

When applicable, final invoice for each project shall be accompanied by all required guarantees, operations manuals, releases of lien and/or other submittal required by the Contract Documents.

TECHNICAL SPECIFICATIONS

1. GENERAL REQUIREMENTS

1.1 **Scope of Work:** This is an indefinite quantity time and materials contract supplemental to work done by APS plumbers and will be used for installation, repair, replacement of, and hook up of gas lines, water lines and/or sewer lines to main and portable buildings, as well as other miscellaneous work.

New construction or major remodeling projects are usually Proposal separately as a complete project to include the necessary plumbing and will not typically be a part of this contract.

1.2 **Licensing and Personnel Qualifications:** Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. A MM-98 license is required. Please submit a copy of the MM-98 license to your Proposal response.

1.3 **Supervision:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. The cost of such a foreman will be considered as a part of the contractor's overhead and may not be billed as a separate charge. If the foreman actually works on the site as a crew member, his hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.

1.4 **Codes, Fees and Permits:** All work shall be executed in accordance with the current Uniform Mechanical Code and Uniform Plumbing Code, local and state ordinances, and regulations governing the particular class of work involved. This contractor shall be responsible for the final execution of the work under this heading to suit these requirements.

In the event of a conflict between the various specifications, codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved; and, once approved, contractor shall obtain and deliver to the APS final certificates of acceptance. The contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from his failure to comply with these requirements.

Contractor shall secure all permits (City of Albuquerque is the permitting authority) 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 markup will be allowed. Actual copies of permit charges must be submitted with invoices. Similarly, dumping fees and other such intangible charges will be reimbursed with no mark up.

1.5 **Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances. If substitute materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to the owner.

1.6 **Inspections:** As applicable, contractor shall contact the APS project manager, or designee when work is ready for City inspection. Payment is contingent upon passing any inspection. APS will not reimburse contractor for work/materials needed to remedy "no pass" work.

APS may inspect projects at any time with or without prior notification to the contractor. APS shall have the right to observe all framing, electrical or plumbing work before it is covered. Should any work be covered contrary to request or to any requirement of the contract documents, the APS designee may order it uncovered for his observation. The contractor shall uncover and replace 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. The cost of this work shall be borne by the contractor. The contractor shall notify APS 24 hours in advance before covering up any concealed work or conducting tests by any authority.

1.7 **Guarantee:** The contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from all defects and shall agree to replace at his/her expense, without expense to APS, any and all defective equipment, parts, etc., within 12 months after service is accepted by APS. This excludes normal maintenance and daily servicing of equipment which is the owner's responsibility.

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

1.9 **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.

1.10 **Clean-up:** The contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.

1.11 **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.

1.12 **Post Award Conference:** After Proposal award, the contractor shall meet with APS Structural Maintenance Manager and Facilities Planning representative, to outline procedures such as scheduling, paper flow, and inspections.

2. MATERIALS/PARTS

2.1 **Materials Supply and Quality:** All materials shall be AGA approved, domestic parts. Contractor shall maintain at all times (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). All materials shall be of equal or greater quality as compared to the original. Any manufacturer's data supplied with the materials shall be submitted to the APS Project Manager, or designee. All materials shall be new, unused, and in perfect condition. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the Project Manager.

2.2 **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.

2.3 **Method of Pricing:**

Plumbing Parts: Due to the variety of parts price lists available for this commodity and the need for auditor track able charges, APS pricing for parts etc. are to be furnished by the contractor, the pricing will be based on a *fixed-fee reimbursement* amount above the contractor's invoice for the particular piece of equipment, part, or component. Note that the basic hourly labor wage is to include, through the general overhead category, incidental items for performing labor (such as tools, tape, wiring, small fittings, etc.). All parts similar items shall be itemized and priced separately. The contractor shall submit with this Proposal the *fixed-fee reimbursement* amount that shall be added to the cost of materials, that he will offer to APS for all parts, devices, components, or equipment units that may be furnished under this contract. The contractor may not list separate *fixed-fee reimbursement* amounts for different categories of parts, controls, or component devices as the spend benchmark for fixed fee reimbursement amount is for each one-hundred dollar spent on materials (see example below).

Parts will be provided at contractor's cost, plus quoted fixed fee. Parts over $50.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus fixed fee. Contractor shall also be prepared to substantiate charges of items under $50.00 should audit require verification.

You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149). However, for billable supplies and equipment, not provided by APS, required to provide repair and related services for Plumbing Services, *contractor may offer a cost (of invoice) plus a fixed-fee reimbursement amount arrangement.*

For this contract, a spend benchmark range of $0.01 to $100.00 has been established for contractor to derive to such fixed-fee. APS understands that prices of parts/materials may fluctuate, but this fixed-fee reimbursement amount will remain firm for the duration of the contract.

The fixed-fee reimbursement amount established will be applied to invoices in fixed, incremental, one-hundred dollar ranges. As required, this fixed-fee amount is to be listed on a separate line item of the final invoice to APS.

*** The minimum threshold amount set to apply the fixed-fee reimbursement amount is $50.01**. **Material invoices totaling $50.00 and under will be billed to APS as a "pass-through" charge with no fixed-fee reimbursement amount added.** A copy of the original invoice, reflecting all discounts, proof of contractor's cost, etc. (no MSRPs, TRA-SER, et al – only contractor's proof of purchase will be accepted for reimbursement) for parts / materials will be required and must be attached to the final contractor's invoice to APS for compliance and payment. Parts over $50.00 will require documentation attached to invoices clearly indicating manufacturer's list price. Contractor shall also be prepared to substantiate charges of items under $50.00 should audit require verification.

Although this contract is being Proposal on behalf of APS, vendor agrees to extend pricing to all New Mexico publicly funded entities in the event of requirements that can be adapted to the specified items awarded.

Ancillary Materials: Ancillary materials shall include cement, duct tape, mater cans and similar. Ancillary materials should be quoted as "invoice cost plus fixed fee." Unless the invoice cost is under $50.00 them the cost must be a pass-through.

2.4 **Specialized Equipment:** Some projects may require the use of special equipment (scissor-lift, scaffolding, pump, etc.) If Offeror owns such equipment, provide an inventory and quote pricing per hour, day, and week for the use of such equipment on APS projects. (see page 23)

There may also be a need to rent such equipment. Provide a fixed fee (see page 23) which shall be added to Offeror's actual cost in such events. A copy of the rental invoice shall be attached to the contractor's invoice to substantiate charges. The fixed fee must be listed as a separate item on invoice.

"COST PLUS FIXED FEE" – DESCRIPTION AND EXAMPLE

You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149).

All equipment and/or items (not labor) furnished under this contract shall be sold to APS at the cost of the invoice total plus a pre-determined, agreed by both parties, *fixed-fee reimbursement* amount which will allow contractor to cover overhead and G&A expenses plus fee / profit costs. Applicable local taxes also apply. For this Water Wells, Pumps and Chlorinators Services on Demand contract, a spend benchmark range of $0.01 to $100.00 has been established for contractor to derive to such fixed-fee. APS understands that prices of parts / materials may fluctuate, but this fixed-fee reimbursement amount will remain firm for the duration of the contract.

State, in dollars, your fixed-fee reimbursement amount requested for every (increment of) $100.00 spent in purchases of parts / materials: **i.e.** $ 9.00 (**for purposes of this example only**)

The *fixed-fee reimbursement* amount requested above will be applied to invoices in fixed, incremental, one-hundred dollar ranges. As required, this fixed-fee amount is to be listed on a separate line item of the final invoice to APS. A copy of the original invoice for parts / materials will be required and must be attached to the final contractor's invoice to APS for compliance (see "General Operating Procedures - Invoicing", section 11, page 10 - 11). * **The minimum threshold amount set to apply the fixed-fee reimbursement amount is $50.01. Materials totaling $50.00 and under will be billed to APS as a "pass-through" charge with no fixed-fee reimbursement amount added.**

For example, a contractor requests a *fixed fee reimbursement* amount of $9 for the first, and every subsequent, $100.00 spent on parts / materials. The total cost of an invoice for (parts / materials) purchases made for a particular project is $362.95. The resulting *fixed-fee reimbursement* amount would be $36.00 (listed on a separate line item of the final invoice to be submitted to APS), applicable tax (7%) $27.93; the final invoiced amount to APS = $426.88

Parts / Materials	$362.95	
Fixed Fee Reimbursement	$ 36.00	(1st $9.00 for $0.01 to $100.00; 2nd $9.00 for $100.01 to $200.00, 3rd $9.00 for $200.01 to $300.00, 4th $9.00 for $300.01 to $400.00)
NMGRT	$ 27.93	
Invoice Total	$426.88	

3. **Execution**

3.1 Due to the variety of situations for which the contract will be utilized the needed labor and types of materials will be customized on a job by job basis. Procedures outlined on page 6, item 2, "work orders" will be definitive regarding each specific job.

As a general rule, unless otherwise defined, the following will apply:

Gas Lines

All lines shall be factory fresh, new X-Tru-Coat (or an approved equal) with wrapped joints, installed a minimum of 12 inches and maximum of 18 inches in depth. An outside gas cocks shall be installed at the beginning and at the end of each service line, and at each building entry. Dialectric unions at portable junction. Approved plastic gas piping will be accepted with approval from APS designees. All plastic gas piping will be installed with tracer wire and locator tape.

Water Lines

All lines shall be factory fresh, new galvanized and/or copper pipe of U.S. origin, or Schedule 40 PVC, installed at a minimum depth of 2 feet. The Coordinator of Mechanical Maintenance will determine the material to be used at each site. A regular gate valve shall be provided at the beginning of each service line installed. All buried plastic piping shall be installed with tracer wire and locator tape.

Sewer Lines

All lines shall be factory fresh, new cast iron transite pipe. Cleanouts shall be provided in accordance with the City of Albuquerque Code, and all cleanouts shall be brought to the grade. Two-way cleanouts shall be provided at each building entry, and one-way cleanout shall be provided at each 50 feet of line thereafter. These lines must be inspected. Any plastic sewer piping shall have approval from APS designee.

Definition of "Install"

"Install" is defined as service completed from APS lines to building fixtures.

Note: On an average, sewer lines run approximately five (5) feet deep for portables and two (2) to seven (7) feet otherwise. Older locations have been known to be in the 10-12 foot range. Typically, the City of Albuquerque will stub out to APS property and the District is responsible for connections made within its property boundaries. Should work on easements or other special circumstances be necessary, contractor must be prepared to apply for the necessary permits as required.

APS maintains separate contracts for paving and concrete work. it is not intended that this contract be in conflict with any existing agreements. However, it may occur that paving cuts or concrete removal may be necessary to access the plumbing. It will also be necessary in such cases to patch back the asphalt or cement to match the existing surface. If it should not be feasible to mobilize the regular contractor, APS and the plumbing contractor shall agree by mutual consent to include these items in the project. This shall also apply to replacement of grass or other landscaping. Such work shall be priced according to the contractor's quotation in this Proposal.

3.2 **Manufacturer's Directions:** All equipment/materials shall be installed in strict accordance with recommendations of the manufacturer and in strict compliance with governing codes. If such recommendations conflict with plans and specifications, the contractor shall report such conflicts to the appropriate project manager, who shall make such changes as he deems necessary.

3.3 **Welded Pipe:** If city inspector requires an X-ray test on welded pipe, APS will not reimburse for cost. Payment is contingent on work which passes inspection.

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 wage 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 levels. The more comprehensive list of the job classifications/wage rates the company submits will be given more weight in the evaluation of the Proposal response. A blank labor pricing page is provided for classifications, copy as necessary. This list will used for contract compliance of which is a critical part of this Proposal evaluation.

Contractor must quote labor for the 4 following labor classifications: Plumber/Pipefitter, Welder, Labor/General and Labor/Semi Skilled that are listed on the labor cost sheets. These wage rates will be used to evaluate the Proposal responses. **Please note: these wage rates submitted with the Proposal are not subject to the NM Department of Workforce Solutions wage rate tables. These wages are what the contractor pays their labor classifications for shop or union rates.** Failure to Proposal these four (4) rates will deem Proposal to non-responsive and will be rejected. Please feel free to include any other rates that you company may use on job site. 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.

Contractor must quote labor for the 4 following labor classifications: Plumber/Pipefitter, Welder, Labor/General and Labor/Semi Skilled

LABOR RATES RESPONSE FORM (Projects Under $60,000.00)

Labor Rates	Plumber/Pipefitter #1	Welder #2	Labor #3	Semi-Skilled #4	Category Total (Items 1 thru 4)
Standard Wage Rate	$_____	$_____	$_____	$_____	$_____
Overtime Hourly Rate	$_____	$_____	$_____	$_____	$_____
Federal Unemployment	$_____	$_____	$_____	$_____	$_____
Fringe Benefits	$_____	$_____	$_____	$_____	$_____
General Liability	$_____	$_____	$_____	$_____	$_____
Health & Wellness	$_____	$_____	$_____	$_____	$_____
Holiday	$_____	$_____	$_____	$_____	$_____
Overtime Hourly Rate	$_____	$_____	$_____	$_____	$_____
Pension	$_____	$_____	$_____	$_____	$_____
FICA	$_____	$_____	$_____	$_____	$_____
State Unemployment	$_____	$_____	$_____	$_____	$_____
Workers Compensation	$_____	$_____	$_____	$_____	$_____
LABOR TOTAL	$_____	$_____	$_____	$_____	$_____

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.**

LABOR RATES RESPONSE FORM (Projects Over $60,000.00):

Labor Rates	Plumber/Pipefitter #1	Welder #2	Labor Group I #3	Semi-Skilled #4	Category Total (Items 1 thru 4)
Standard Wage Rate	$_____	$_____	$_____	$_____	$_____
Prevailing Wage Rate	$_____	$_____	$_____	$_____	$_____
Overtime Hourly Rate	$_____	$_____	$_____	$_____	$_____
Federal Unemployment	$_____	$_____	$_____	$_____	$_____
Fringe Benefits	$_____	$_____	$_____	$_____	$_____
General Liability	$_____	$_____	$_____	$_____	$_____
Health & Wellness	$_____	$_____	$_____	$_____	$_____
Holiday	$_____	$_____	$_____	$_____	$_____
Overtime Hourly Rate	$_____	$_____	$_____	$_____	$_____
Pension	$_____	$_____	$_____	$_____	$_____
FICA	$_____	$_____	$_____	$_____	$_____
State Unemployment	$_____	$_____	$_____	$_____	$_____
Workers Compensation	$_____	$_____	$_____	$_____	$_____
LABOR TOTAL	$_____	$_____	$_____	$_____	$_____

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.**

A. 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 materials purchased and subcontractors are used and shall be provided prior to starting a project. The contractor will be allowed to add the fixed fee upon submittal of material quotes, quotes for rentals and subcontracting services. 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. **NOTE: Copies of source documents for material costs, rental expenses or subcontractor expenses shall be required to verify the calculation of fixed fees.**

	Dollar Amount Estimated on subcontractor and material Costs			Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	$1.00	-	$100.00	$
2	$101.00	-	$200.00	$
3	$201.00	-	$300.00	$
4	$301.00	-	$400.00	$
5	$401.00	-	$500.00	$

TOTAL FIXED FEE TOTAL FOR ITEMS 1-5 - $_____
The fixed feed total for items 1-5 shall be carried forward to Page 66)

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

PRICING SUMMARY FOR SCORING COMPUTATION

TOTAL FOR FIXED FEE CALCULATION ITEMS 1-5 (See page 65),

$_____

TOTAL HOURLY LABOR HOURLY RATES UNDER $60,000.00 (See page 63).

$_____

GRAND TOTAL FIXED & LABOR: $_____

PARTS/MATERIALS/EQUIPMENT PRICING

Plumbing Parts: Due to the variety of parts price lists available for this commodity and the need for auditor track able charges, APS pricing for parts etc. are to be furnished by the contractor, the pricing will be based on a *fixed-fee reimbursement* amount above the contractor's invoice for the particular piece of equipment, part, or component. Note that the basic hourly labor wage is to include, through the general overhead category, incidental items for performing labor (such as tools, tape, wiring, small fittings, etc.). All parts similar items shall be itemized and priced separately. The contractor shall submit with this Proposal the *fixed-fee reimbursement* amount that shall be added to the cost of materials, that he will offer to APS for all parts, devices, components, or equipment units that may be furnished under this contract. The contractor may not list separate *fixed-fee reimbursement* amounts for different categories of parts, controls, or component devices as the spend benchmark for fixed fee reimbursement amount is for each one-hundred dollar spent on materials.

Parts will be provided at contractor's cost, plus quoted fixed fee. Parts over $50.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus fixed fee. Contractor shall also be prepared to substantiate charges of items under $50.00 should audit require verification.

You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149). However, for billable supplies and equipment, not provided by APS, required to provide repair and related services for Plumbing Services, *contractor may offer a cost (of invoice) plus a fixed-fee reimbursement amount arrangement.*

For this contract, a spend benchmark range of $0.01 to $100.00 has been established for contractor to derive to such fixed-fee. APS understands that prices of parts/materials may fluctuate, but this fixed-fee reimbursement amount will remain firm for the duration of the contract.

The fixed-fee reimbursement amount established will be applied to invoices in fixed, incremental, one-hundred dollar ranges. As required, this fixed-fee amount is to be listed on a separate line item of the final invoice to APS (see example on page 14).

*** The minimum threshold amount set to apply the fixed-fee reimbursement amount is $50.01**. **Materials totaling $50.00 and under will be billed to APS as a "pass-through" charge with no fixed-fee reimbursement amount added.** A copy of the original invoice, reflecting all discounts, proof of contractor's cost, etc. (no MSRPs, TRA-SER, et al – only contractor's proof of purchase will be accepted for reimbursement) for parts / materials will be required and must be attached to the final contractor's invoice to APS for compliance and payment. Parts over $50.00 will require documentation attached to invoices clearly indicating manufacturer's list price. Contractor shall also be prepared to substantiate charges of items under $50.00 should audit require verification.

Although this contract is being Proposal on behalf of APS, vendor agrees to extend pricing to all New Mexico publicly funded entities in the event of requirements that can be adapted to the specified items awarded.

Parts:
Costs to Contractor (Invoice)
Fixed Fee (CFF) _____

Define your pricing structure/approach for plumbing parts:

_____

_____

_____

_____

Materials and Equipment will be provided at contractor's Cost, plus a Fixed Fee (CFF). CFF means contractor is reimbursed for allowable costs plus a negotiated fixed fee. The Offeror does have the option of providing a fixed fee. The intent of this element is to establish a Fixed Fee amount that will cover overhead and G&A expenses plus Fee/Profit. The Fixed Fee will become an item on the contractors invoice. Note that any materials and equipment will be shown at cost to APS and shall not include markup for administrative, cost of money or other add on costs. Materials over $50.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus Fixed Fee. Contractor shall also be prepared to substantiate charges of items under $50.00 should audit require verification.

Ancillary materials shall include cement, duct tape, mater cans and similar. Such items shall be priced according "Materials: Cost+ Fixed Fee Percentage" below. This will be the basis for ancillary materials charges on any contract issued as a result of this solicitation, and successful Offeror will provide back-up documentation with all invoices. Submission of a Proposal shall be indication that Offeror agrees to this provision. . Note that zero percent (0%) fixed fee- is a valid quote for either materials or equipment rental. The fixed fee will remain constant throughout contract.

Materials:

Costs to Contractor
Fixed Fee (CFF) _____

Company Owned Equipment: Attach a copy of your equipment inventory, if applicable, and quote a price per hour, day, and week for use of the equipment on APS projects.

Rental equipment will be provided at contractor's cost, plus fixed fee percentage. All charges over $40.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus quoted fixed fee. Contractor shall also be prepared to substantiate charges of items under $40.00 should audit require verification. Note that zero percent (0%) fixed fee- is a valid quote for either materials or equipment rental.

Equipment Rentals:

Cost to Contractor
Fixed Fee (CFF) _____

In the event of items which may have been omitted in this "market-basket" approach and wherein APS has need of product, APS reserves the right to negotiate a pricing structure with the successful contractor at any time during the life of the contract.

Please indicate if your company has computerization which APS can access for the above process. APS will not award based upon computer capabilities but will take advantage of such technology if it is available at a reasonable cost.

Because of the volume of work, APS reserves the right to make **multiple awards** to insure adequate coverage of service/or in the best interest of the District.

REFERENCES:

Provide at least three (3) non APS current references on accounts in the Albuquerque region for which you have completed projects of this type. Contact name, address and telephone number are required. APS reserves the right to visit the project site and observe actual conditions given the permission of the reference.

CONSTRUCTION REPORT FORM

PAGE ____ OF ____

LOCATION _____ CONTRACTOR _____ WORK ORDER NO. _____ BID NO. _____ PURCH. ORDER NO. _____

LOCATION NO. _____ COST ACCT. _____ CRAFT CODE _____ EXP. DATE _____

WORK ORDER/SCHEDULE OF VALUES

EST. COST _____ EST. DATE _____ ACT. COST _____

CONTRACTOR _____ APS AUTHORIZATION _____ DATE _____

ESTIMATE AND INVOICE MUST BE ITEMIZED PER TERMS OF CONTRACT.

ITEM NO.	DESCRIPTION OF WORK	EST. QTY.	EST. COST	UNIT PRICE	ACTUAL QTY.	COST CHANGE
	TOTALS					

APPLICATION FOR PAYMENT

APP. NO. _____ APP. DATE _____ AMT. THIS APP. _____

CONTRACTOR _____ APS APPROVAL _____

ESTIMATE AND INVOICE MUST BE ITEMIZED PER TERMS OF CONTRACT.

ACTUAL COST	PREVIOUS APPLICATION	THIS APPLICATION	TOTAL COMPLETE	COMP
TOTALS				

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO. 17-087MM-KV
Plumbing Contractor – On Demand

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(s) 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(s) or influence the award(s) 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(s) of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (Position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

APPENDIX B

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM RFP NO. 17-087MM-KV Plumbing Contractor – On Demand

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(s) of the purchase order or contract.

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX C

RFP NO. 17-087MM-KV
Plumbing Contractor – On Demand

Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

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

_____ _____
(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

APPENDIX D

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 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 proposal is by Corporation)

APPENDIX E

TYPE "B" – GENERAL BUILDING Effective January 1, 2017			
	Base Rate	**Fringe Rate**	**Apprenticeship**
Asbestos Worker – Heat & Frost Insulator	31.26	11.11	0.50
Boilermaker	21.77	3.98	0.50
Bricklayer/Blocklayer/Stone mason	23.46	7.66	0.50
Carpenter/Lather	23.75	8.77	0.50
Cement Mason	19.96	9.57	0.50
Electricians **Outside Classifications**			
Groundman	21.81	10.70	0.50
Equipment Operator	31.31	13.08	0.50
Lineman/Tech	36.83	14.45	0.50
Cable Splicer	40.51	15.38	0.50
Inside Classifications			
Wireman/Technician	30.00	10.15	0.50
Cable Splicer	33.00	10.24	0.50
Sound Classifications			
Installer	23.39	8.31	0.50
Technician	28.95	7.52	0.50
Soundmand	27.01	8.31	0.50
Elevator Constructor	38.37	28.08	0.50
Elevator Constructor Helper	26.86	28.08	0.50
Glazier	20.15	4.35	0.50
Ironworker	26.50	13.68	0.50
Painter (Brush/Roller/Spray)	16.60	5.38	0.50
Paper Hanger	16.60	5.38	0.50
Drywall Finisher/Taper	23.75	8.77	0.50
Plasterer	21.66	7.93	0.50
Plumber/Pipefitter	28.87	10.83	0.50
Roofer	15.18	0.50	0.50
Sheetmetal Worker	28.28	15.91	0.50
Soft Floor Layer	23.75	8.77	0.50
Sprinkler Fitter	28.90	18.82	0.50
Tile Setter	23.46	7.66	0.50
Tile Setter Helper/Finisher	15.53	7.66	0.50
Laborers			
Group I	16.09	5.38	0.50
Group II	16.74	5.38	0.50
Group III	17.71	5.38	0.50
Group IV	19.94	5.38	0.50

Operators			
Group I	19.96	6.10	0.50
Group II	21.97	6.10	0.50
Group III	22.40	6.10	0.50
Group IV	22.81	6.10	0.50
Group V	22.98	6.10	0.50
Group VI	23.18	6.10	0.50
Group VII	23.29	6.10	0.50
Group VIII	26.10	6.10	0.50
Group IX	28.32	6.10	0.50
Group X	31.48	6.10	0.50
Truck Drivers			
Group I	14.76	6.25	0.50
Group II	15.00	6.25	0.50
Group III	15.50	6.25	0.50
Group IV	15.51	6.25	0.50
Group V	15.60	6.25	0.50
Group VI	15.75	6.25	0.50
Group VII	15.90	6.25	0.50
Group VIII	16.11	6.25	0.50
Group IX	16.32	6.25	0.50

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US