



Issue Date: October 20, 2011

**REQUEST FOR PROPOSALS  
FOR  
PRINTING SERVICES ON DEMAND**

**RFP #12-028GR-SL**

**ALBUQUERQUE PUBLIC SCHOOLS  
OFFICE OF APS GRAPHICS ENTREPRISE SERVICES**

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# I. INTRODUCTION

## 1.0 Overview

The Albuquerque Public Schools seeks professional printing firms in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFP are for printing related projects as needed by the district.

## 1.1 Purpose of this Request for Proposal

The Office of Graphic Enterprise Services of the Albuquerque Public Schools is requesting proposals for printing services on demand.

This RFP is intended to solicit responses from qualified printing firms that are interested in providing the services listed below.

- Type and graphic services, including layouts, and related printing services as needed
- Printing services as needed
- Sorting, binding, and copying services as needed
- High volume and specialty copying, printing, and / or offset as needed
- Provide other support services which will enhance printing and graphic services for the Office for Graphic Enterprise Services on behalf of schools, charter schools and / or the community.

## 1.2 Scope of Procurement

The scope of procurement is to secure agreements with printing firms who has the ability and resources to, and will, provide printing, graphic and related services as needed by the district with opportunities for doing business with departments, schools, charter schools, and the community for the Albuquerque Public Schools.

## 1.3 Procurement Manager

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address, and telephone number are listed below:

Name: Gustavo Rossell  
Title: District Buyer  
Address: 6400 Uptown Blvd. NE, Ste. 600W  
Albuquerque, NM 87110  
Telephone: 505-878-6125  
Fax Number: 505-830-1161  
Email: rossell@aps.edu

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other Albuquerque Public Schools employees do not have the authority to respond on behalf of APS.

## 1.4 Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

- 1.4.1 “**Agency**” or “**APS**” means Albuquerque Public Schools.
- 1.4.2 “**Award**” or “**Award of Contract**” shall mean a formal written notice by APS that APS has selected a firm(s) to enter into a contract for services.
- 1.4.3 “**Binder**” means RFP documents to be placed in individual sections as outline in response format and organization. Binder #1, #2, and #3 can be either binders, spiral bound, folders, stapled, etc.
- 1.4.4 “**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- 1.4.5 “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.
- 1.4.6 “**Contract Manager**” means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.
- 1.4.7 “**Contractor**” means a successful Offeror who enter into a binding contract.
- 1.4.8 “**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
- 1.4.9 “**Desirable**” The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.4.10 “**Department**” For the purposes of administrating the RFP and associated proposals, “Department” means the High School and Alternative High School.
- 1.4.11 “**Determination**” means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.4.12 “**Director**” The Director of the Albuquerque Public Schools Procurement Department or a designated representative.
- 1.4.13 “**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
- 1.4.14 “**Evaluation Committee**” means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.

- 1.4.15 “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Director of Procurement for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.16 “**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- 1.4.17 “**Mandatory**” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- 1.4.18 “**Milestone**” means a significant event in a project, usually the completion of a major deliverable.
- 1.4.19 “**Albuquerque Public Schools Employee**” means any employee of the Albuquerque Public Schools, performing the majority of their work within the Albuquerque Metropolitan area, for any school or department regardless of the location of the employer’s office or offices.
- 1.4.20 “**Offer**” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*
- 1.4.21 “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
- 1.4.22 “**Procurement Manager**” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.23 “**Purchasing Agent**” means the purchasing agent for the Albuquerque Public Schools or a designated representative.
- 1.4.24 “**Request for Proposals**” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.4.25 “**Requirements**” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- 1.4.26 “**Responsive Offeror Responsive Proposal**” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

1.4.27 **“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 or items of tangible personal property described in the proposal.

1.4.28 **“Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after October 20, 2011 AND the contract(s) sought as a result of that solicitation was/were awarded after October 20, 2011.

1.4.29 **“Solicitations”** means ITBs and RFPs

## **1.5 Background Information**

This section provides background on the Albuquerque Public Schools Graphic Enterprise Services which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

The Office of Graphic Enterprise Services, under the direction of Karin Tarter, is responsible for the coordination of printing and graphic services for all APS departments and schools (as well as charter schools, if requested) and the community. Graphic Enterprise Services will manage the contract and assignments of the successful firms.

APS is the largest school district in New Mexico and one of the nation’s largest school districts, covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 139 schools: 13 high schools, 10 alternative high schools, 27 middle schools, 89 elementary schools plus 33 Charter Schools in 2009-2010. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 90,000 students and 13,500 employees, 12,900 full time, 6,500 teachers, and 2,081 classroom educational assistants. The successful Offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control and mitigate costs in an innovative and effective manner.

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



## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

### 2.0 Overview

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement.

### 2.1 Sequence of Events

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

	<u>Action</u>	<u>Responsibility</u>	<u>Estimated Date</u>
2.2.1.	Issue RFP	Albuquerque Public Schools	11/5/11 (SAT)
2.2.2.	Return of acknowledgement of Receipt Form for Distribution List	Potential Offerors	11/7/11 (MON)
2.2.3.	Deadline To Submit Additional Questions	Potential Offerors	11/9/11 (WED)
2.2.4.	Response to Written Questions/RFP Amendments	Albuquerque Public Schools	11/11/11 (FRI)
2.2.5.	Submission of Proposal	Offerors	11/15/11 (TUE) 10:00 a.m.(MDT)
2.2.6.	Proposal Evaluation	Evaluation Committee	11/16/11 – 11/30/11
2.2.7.	Selection of Finalists	Evaluation Committee	TBD
2.2.8.	Best and Final Offers from Finalists	Finalists Offerors	TBD
2.2.9.	Oral Presentation/Interview by Finalists if required	Finalists Offerors	TBD
2.2.10.	Finalize Contract	Albuquerque Public Schools Offeror	TBD
2.2.11.	Contract Award	Albuquerque Public Schools	TBD
2.2.12.	Protest Deadline	Offerors	15 Days after the Contract Award

### 2.2. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1.

#### 2.2.1 Issue of RFP

This RFP is being issued by the Office of the Graphics Enterprise Services and the Albuquerque Public Schools Procurement Department of the Albuquerque Public Schools.

## **2.2.2 Return of Acknowledgements of Receipt Form for Distribution List**

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

## **2.2.3 Deadline to Submit Additional Questions**

Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Manager (see Paragraph 1.3).

## **2.2.4 Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address **must** be provided for this and other purposes. An Acknowledgement of Receipt Form will accompany the distribution package. The form **must** be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. **(E-mail replies are unacceptable in this case.)**

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

Additional written requests for clarification of distributed answers and/or amendments **must** be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued.

## 2.2.5 Submission of Proposals

ALL OFFEROR PROPOSALS **MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 10:00 AM MOUNTAIN DAYLIGHT TIME ON NOVEMBER 15, 2011. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Name: Gustavo Rossell  
Title: District Buyer  
Hand Carry or Courier Address: APS Procurement Department  
6400 Uptown Blvd. NE, Ste. 600W  
Albuquerque, NM 87110

Name: Gustavo Rossell  
Title: District Buyer  
US Postal Service Delivery Address: APS Procurement Department  
PO Box 25704  
Albuquerque, NM 87125-0704

Telephone: 505-878-6125  
Fax Number: 505-830-1161  
Email: rossell@aps.edu

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the "Printing Services on Demand" RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

## 2.2.6 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC's) appointed by Albuquerque Public Schools management. During this time, the Procurement Manager may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 2.2.7 Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors.

## 2.2.8 Best and Final Offers From Finalists

Finalist Offerors **may** be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by date specified in the Finalist Notification Letter. Best and final offers may be clarified and amended at the finalist Offeror's oral evaluation.

### **2.2.9 Oral Presentation/Interview by Finalists**

Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. APS reserves the right to extend the time at its sole discretion. All oral presentations/interviews will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation of not more than forty-five (45) minutes.

### **2.2.10 Finalize Contract**

The Contract will be finalized with the most advantageous Offeror. This date is subject to change at the discretion of APS. In the event that mutually agreeable terms cannot be reached within the time specified, APS reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

### **2.2.11 Contract Award**

After review of the Evaluation Committee Report and the signed contract, the Albuquerque Public Schools will award the contract on date listed in the Sequence of Events. This date is subject to change at the discretion of the APS Purchasing Manager.

This contract shall be awarded to the Offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

### **2.2.12 Protest Deadline**

Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name: Mark Heckart, C.P.M.  
Title: Procurement Director  
Hand Carry or Courier Address: APS Procurement Department  
6400 Uptown Blvd. NE, Ste. 600W  
Albuquerque, NM 87110

Name: Mark Heckart, C.P.M.  
Title: Procurement Director  
US Postal Service Delivery Address: APS Procurement Department  
PO Box 25704  
Albuquerque, NM 87125-0704

Telephone: (505) 878-6112  
Fax No: (505) 830-1161

E-Mail: heckart\_m@aps.edu

Protests received after the deadline will not be accepted.

## **2.3 General Requirements**

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28-thru 13-1-199 NMSA 1978 and applicable procurement regulations.

### **2.3.1 Acceptance of Conditions Governing the Procurement**

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in the Section V of this RFP.

### **2.3.2 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.

### **2.3.3 Contractor Responsibility**

The contractor shall solely be responsible for performance under this contract. APS will make contract payments only to the prime contractor.

### **2.3.4 Subcontractors**

The use of subcontractors is allowed. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract. Additionally, the prime contractor must receive approval, in writing, from the APS before any subcontractor is used during the term of this agreement.

### **2.3.5 Fingerprints and Background Checks**

**Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1)** New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may be required to complete the finger printing process every two (2) years. Fingerprints are taken on a

walk-in basis at APS City Center, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or a cashier's check or money order in the amount of \$33.00 payable to Board of Education.** Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

### **2.3.6 Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. APS personnel will not merge, collage, or assemble proposal materials.

### **2.3.7 Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### **2.3.8 Proposal Offer Firm**

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited by the Procurement Manager.

### **2.3.9 Disclosure of Proposal Contents**

The proposals will be kept confidential until Contracts are awarded by the APS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Albuquerque Public Schools Purchasing Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so

disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

### **2.3.10 No Obligation**

The procurement in no manner obligates the Albuquerque Public Schools or any of its departments, schools, and charter schools to the use of Offeror services until a valid written contract is approved.

### **2.3.11 Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Albuquerque Public Schools.

### **2.3.12 Sufficient Appropriation**

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such Agreement(s). If sufficient appropriations and authorization are not made the Legislature, such agreement(s) shall terminate upon a written notice being given by the Procurement Department to the Contractor. The Procurement Department's decision as to whether appropriations are available shall be accepted by the Contractor and shall be final. However, the Procurement Department agrees not to use insufficient appropriations as a means of terminating this Agreement in order to acquire functionally equivalent services from a third party.

### **2.3.13 Legal Review**

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

### **2.3.14 Governing Law**

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

### **2.3.15 Basis for Proposal**

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

### **2.3.16 Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the "Scope of Work." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should Offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

### **2.3.17 Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

### **2.3.18 Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

### **2.3.19 Offeror Qualifications**

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

### **2.3.20 Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### **2.3.21 Change in Contractor Representatives**

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

### **2.3.22 Notice**

The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

### **2.3.23 Proposal Acceptance Rights**

The Agency reserves the right to accept all or a portion of an Offeror's proposal.



### **2.3.24 Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

### **2.3.25 Ownership of Proposals**

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

### **2.3.26 Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

### **2.3.27 Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

### **2.3.28 New Mexico Employees Health Coverage**

1. For all contracts solicited and awarded on or after October 20, 2011: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than October 20, 2011, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than October 20, 2011 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or,
  - (c) have in place, and agree to maintain for the term of the contract, health insurance for those

employees and offer that health insurance to those employees no later than October 20, 2011 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

### III. RESPONSE FORMAT AND ORGANIZATION

#### 3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

#### 3.1 Number of Responses

Potential offerors shall submit only one proposal in response to this RFP.

#### 3.2 Number of Copies

Offerors shall deliver the number of copies of their proposal indicated in Section 3.4.1 below to the location specified in Paragraph 2.2.5, on or before the closing date and time for receipt of proposals. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **APS will not make copies of RFPs. RFP will be deemed non-responsive and will be rejected if required number of copies are not submitted.**

#### 3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper and placed within the specified binders with tabs delineating each section. Each binder must be physically separate. (Also reference paragraph 3.4.5 Marking of Binders.)

#### 3.4 Proposal Organization

The following requirements apply to proposal organization and content. Any proposal that does not

adhere to these requirements may be deemed non-responsive and rejected on that basis.

### **3.4.1 Organization and Indexing**

The proposal must be organized, indexed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below. See Definition of Terminology for “Binder” Page 2.

**\*Binder #1 (Mandatory)** [1 original + 3 copies (4 separate binders total) required]

- a. Letter of Transmittal Form Copy (Original in Binder #2) (Appendix B)
- b. Table of contents
- c. Proposed Summary (Optional\*)
- d. Response to Specifications

**Binder #2 (Mandatory)** [1 original + 1 copy (2 separate binders total) required]

- a. Original Acknowledgement of Receipt Form (Appendix A)
- b. Letter of Transmittal Form Original (Appendix B)
- c. New Mexico Employees Health Coverage Form (Appendix C)
- d. Completed Offeror Cost Response Form (Appendix D)
- e. Campaign Contribution Disclosure Form (Appendix E)
- f. Conflict of Interest and Debarment Form (Appendix F)
- g. Statement of Confidentiality Form (Appendix G)
- h. Offeror Information/Signature Page (Appendix H)
- i. Submittals Check Off List (Appendix I)
- h. Addendum(s) if applicable

**Binder #3 (Optional)** [1 original + 3 copies (4 separate binders total) required]

Any Supporting Materials

\*Optional Proposal Summary is for informational overview only and will not be scored.

### **3.4.2 Order of Items**

Within each section of their proposal(s), Offeror should address the items in the order in which they appear in this RFP.

### **3.4.3 Inclusion of Completed Form**

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

### **3.4.4 Costs, Rates, or Expenses Discussion**

All discussion of the proposed costs, rates, or expenses must occur only in the Offeror Cost Response Form, Appendix D, unless otherwise stated.

### **3.4.5 Marking of Binders**

Proposal binders should be clearly labeled and numbered. The original copy of each binder should be clearly marked as “Original” on the front of the binder.

### **3.4.6 Other Supporting Material**

Offeror may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements, this material should be included in Binder #3. While the material in Binder #3 may be reviewed by the members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

### **3.5 Letter of Transmittal**

Each proposal must be accompanied by the completed and signed Letter of Transmittal Form (Appendix B) and placed in Binder #1.

## **IV. SPECIFICATIONS**

### **4.0 Overview**

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation or assurances, and complete the Offeror Cost Response Form attached as Appendix D. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

### **4.1 Information**

#### **4.1.1 Funding**

Funding will be made available through the Office of APS Graphics Enterprise Services; site, school, and/or charter school; however, funding is contingent upon state appropriations.

#### **4.1.2 Agency Resources/Facilities Provided**

APS Graphics Enterprise Services or designee at each site, school and/or charter school will not provide work space for printing or graphic services related projects for the Contractor to use as part of this contract. The Contractor(s) providing service under this RFP shall be responsible for the provision of facilities/workspace and associated furnishings, utilities, and equipment at their place of business.

APS personnel involvement does not relieve the contractor of the responsibility of providing the required support for printing services.

The Graphics manager or designee will be the primary point of contact and may coordinate printing services for other sites, schools, and/or charter schools with the Contractor.

#### **4.1.3 Work Performance**

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at various APS sites, schools, and/or charter schools in Albuquerque, New Mexico. Contractor's management staff may be expected to complete a fingerprint and background check if project is located at a school or charter school.

### **4.2 Scope of Work**

The Office of APS Graphics Enterprise Services is the owner requiring the work and contract-holder. Awarded contractors shall not accept work from individual APS schools, sites or other APS entities. All potential work must be reported and turned over to APS Graphics Enterprise Services who will determine where and how the job will be managed and produced.

### **4.3 Scope of Procurement**

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule is to be determined after award of contract and upon reception of all required approvals, whichever is later, for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of APS, pursuant to funding availability and satisfactory service provision, as determined by APS. In no circumstance shall the contract exceed a total of four (4) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion, but without undue prolongation of the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress. Price escalation will be considered for the renewal period only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Contractor may decline renewal with no penalty and APS will re-solicit. This procurement may result in multiple awards.

Although this contract is being solicited on behalf of Office of APS Graphics Enterprise Services, non-APS schools, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

#### **4.3.1 Right of First Refusal**

Albuquerque Public Schools' APS Graphics Enterprise Services is the district's resource for printing and graphics services and maintains high quality, visual and brand consistency, and provides cost effective services available to all schools and departments of the district. The graphics facilities are equipped to handle a broad range of jobs, from the simplest short-run duplication to more complex and voluminous projects.

All of the district's printing requests must first be submitted to APS Graphics Enterprise Services which has the "Right of First Refusal" to such requests. In order to accommodate all schools, departments, and individual customers' needs, Graphics Production and District Services reserve the right to, and may, procure printing services off-site when necessary.

All entities of the APS district must direct all requests for printing to APS Graphics Enterprise Services on, or accompanied by, an AD-12 work order. The administrative and/or graphics units will assist in planning the projects and will obtain suitable quotations. APS Graphics Enterprise Services will ensure proper audit trails and competitive solicitation to obtain the best possible value for the customer and serve as the liaison between the customer and the producing contractor to assure that the quoted specifications have been duly followed and delivery times maintained.

Should any APS schools or departments choose to use off-campus (non-GP&DS) sources for printing, the APS accounting department will not reimburse the individual, department or school for those charges, and/or will charge the unit in violation of this policy for the unauthorized services received.

Awarded contractors shall not accept work from individual APS schools, sites or other APS entities. All potential work must be reported and turned over to APS Graphics Enterprise Services who will determine where and how the job will be managed and produced.

#### **4.4 Technical Specifications**

In preparation of proposals, Offerors are encouraged to present “other processes, solutions, and/or guidelines” to address the minimum types of key services and elements described in the Scope of Work for printing services related projects as needed by the district.

Work shall include a minimum of the activities and areas of primary concern set forth below:

- Type and graphic services, including layouts, and related printing services as needed
- Printing services as needed
- Sorting, bindings, and copying services as needed
- High volume and specialty copying, printing, and / or offset as needed
- Provide other support services which will enhance printing and graphic services for the Office for Graphic Enterprise Services, schools, charter schools and / or the community.

The Contractor(s) will have equipment to provide quality products and service, from typesetting, printing, sorting to binding or copying as well as capabilities of offset and digital printing methods for required forms and documents.

The Contractor may be required to provide any, or all, of the following printing services:

- Printing of booklets
- Printing of directories
- Printing of newsletters
- Printing of annual reports
- Printing of training materials
- Printing of miscellaneous cards
- Printing of posters
- Printing of brochures
- Printing on NCR forms
- Printing of labels
- Printing of invitations
- Printing of announcement cards and envelopes
- Printing of pamphlets
- Printing of magazines
- Printing of business cards
- Printing of letterhead
- Printing of envelopes (all types)
- Any project that requires printing

The Contractor may be required to provide any, or all, of the following ancillary services:

- Graphic design
- Typesetting
- Layout
- Copying services
- Bindery services
- Perforation and collating

- Folders with or without pockets

#### **4.4.1 Technical Specifications – Requirements**

##### **Quality:**

All printed material is to be error free. All printed material not meeting APS Graphics' standard of quality is subject to immediate reprint at no cost to the District.

##### **Proofs:**

Proofs may be requested if deemed necessary by the graphics department. If proofs are not necessary, the graphics department will sign the camera-ready copy in lieu of proofs. The Contractor will be held responsible for getting all proofs approved by Graphics Enterprise Services. The proofs are to be signed and dated by an authorized staff member of Graphics Enterprise Services prior to printing.

##### **Over-runs/Under-runs:**

Graphics Enterprise Services is to be charged only for work requested. Overruns are not to be included in pricing without prior notification to Graphics Enterprise Services and written acceptance by the department. Under-runs are not accepted without written approval of graphics department.

##### **Method of Engagement:**

Contractors agree to only propose to Graphics Enterprise Services. (No other proposals of any type to any APS department for agreed upon services).

Contractors will be provided with specific project detail in order to submit a quotation. Contractors must submit all requested pricing information. Failure to submit all requested pricing information may result in a Contractor's price quotation being considered non-responsive. Contractors must submit all requested written or verbal pricing information within 24 hours of the request.

Each Contractor must hold its price(s) firm for a minimum of 30 days after submission of project quotation(s).

In some instances, a Contractor may be asked to meet with a Graphics Enterprise Services staff member to discuss the project before a Contractor is selected.

The graphics department will submit a requisition to the Purchasing Department and an APS purchase order will be issued in the amount of the quotation to the Contractor selected for the project referencing the Price Agreement No., RFP No. and term of contract..

##### **Job Tracking Services:**

Contract items will be ordered as required to meet graphics needs. The successful Contractor must have an electronic or manual job order form and tracking system for use with graphics order placement. Offerors must include with their proposal submission a sample job order form and a description of their tracking system labeled as "EXHIBIT JOB".

The job order form must include, as a minimum, the following information:



- Job order number
- Graphics name
- Complete address
- Contact/ordering person
- Delivery time
- Quantity ordered
- Contract pricing information

**Packaging / Delivery:**

The Contractor is responsible to deliver the merchandise in good condition. Printing shall be delivered as specified utilizing blind delivery (unmarked carton with approved APS labels).

Jobs are to be delivered on the by specified date to the location named in work order. If the scheduled delivery falls on a holiday then the delivery shall be made on the next business day.

**Pricing:**

Contractor will complete and provide with their Cost Proposal response (Binder # 2) one (1) quotation for each of the four (4) sample quotations attached in Appendix D.

Pricing *must be* submitted in both a printed and electronic (Excel) format saved to a CD and properly labeled with your company name and referencing RFP No 12-028GR-SL.

**4.5 Mandatory Specifications**

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

**4.5.1 Authority to Provide Printing Services**

Offeror must have the legal authority to provide printing services to Albuquerque Public School district in , Albuquerque New Mexico as it relates to the needs of this RFP. A statement of concurrence required.

**4.5.2 Knowledge of Graphics and Printing Processes and Techniques**

Offeror must have knowledge of graphics and printing processes and techniques. Offeror must submit a detailed narrative describing how they meet this requirement.

**4.5.3 Ability to Manage Printing Projects of Large Scale**

Offerors must be able to manage the scale of printing projects required by this contract. Offeror must submit a detailed narrative describing how they meet this requirement.

**4.5.4 Cost**

Offerors must indicate, on the Offeror Cost Response Form (Appendix D):

This must be submitted in Binder #2 that is identified with your firm's name and labeled 'COST PROPOSAL'. Specify the hourly rate, or per unit cost, exclusive of tax. Note that all invoices must coincide with the rate schedule and listed as a separate item as finally negotiated. At time of award, APS will assign a price agreement number which will accommodate multiple billings during the life of the contract. This price agreement number must appear on all invoices.

Travel to APS will not be reimbursed. Offeror is expected to provide his/her own transportation to attend normal business meetings, oral presentations/interviews etc. and carry on the general activity associated with the Scope of Work. Out of town automobile travel specifically required by APS, will be reimbursed at the rate currently in effect for APS employees.

**Any portion of this section pertaining to cost must be submitted in Binder #2 marked "COST PROPOSAL" and must be submitted with Proposal. *Note: no cost information is to be included in the Offeror's technical proposal.* Offers shall use the Cost Proposal Form included in this document. (See Cost Proposal Form, Appendix D.)**

#### **4.5.4.1 Site Visit (finalists only)**

If selected as a finalist, the Offeror shall afford the Evaluation Committee the opportunity to visit one or more proposed printing locations at a date, time, and place set by the Procurement Manager. The designated on-site Printing Manager shall conduct the tour of Offeror's facility, as it relates to the Offeror's proposal, for the Evaluation Committee.

#### **4.5.5 Oral Presentation/Interview (if required)**

If selected as a finalist, the Offeror shall provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation/interview (if required) at a date, time, and place set by the Procurement Manager. The proposed on-site Printing Manager shall present the Offeror's proposal to the Evaluation Committee.

#### **4.5.6. New Mexico Employee Health Coverage Form**

The Offeror must agree with the terms, complete, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

#### **4.5.7 Campaign Contribution Disclosure Form**

Offeror must complete, sign, and include the Campaign Contribution Disclosure Form (Appendix E) with their proposal.

#### **4.5.8 Conflict of Interest and Debarment/Suspension Certification Form**

Offeror must complete, sign and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix F) with their proposal.

#### **4.5.9 Statement of Confidentiality Form**

Offeror must complete, sign and include the Statement of Confidentiality (Appendix G) with their proposal.

## **4.6. Desirable Specifications**

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

### **4.6.1 Corporate Experience**

Offeror should submit a detailed narrative describing their relevant corporate experience, including the experience of any proposed subcontractors. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offeror may include any supporting documentation they wish that they feel will support their descriptive narrative.

### **4.6.2 Printing Manager Experience**

Offeror should submit a detailed narrative describing the relevant experience of their proposed program manager. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows the individual is qualified to perform the required work. Offerors should also submit a current resume of their proposed program manager.

The documentation should thoroughly describe how the proposed program manager has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.

### **4.6.3 Corporate References**

The proposals should include three (3) external references from clients who receive similar services. In addition, two (2) references should be submitted for each proposed subcontractor. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contact person;
- d. Telephone number of contact person;
- e. E-mail address of contact person;
- f. Type of services provided and dates services were provided.

### **4.6.4 Printing Manager References**

Two external references should be provided for the proposed program manager. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;

- c. Name of contract person;
- d. Telephone number of contract person;
- e. Type of services provided and dates services were provided.

#### **4.6.5 Offeror's Rational for Selection**

Offeror should describe, in narrative form, why they feel they are the best candidate to perform the work required by this procurement. Supporting data and other supporting materials may be provided as the offeror desires.

#### **4.6.6 Specific Knowledge Requirements**

The offeror should specifically address their knowledge in EACH of the following areas:

4.6.6.1 Experience/practical knowledge of graphics and printing processes and techniques.

4.6.6.2 Knowledge/ability to perform graphics and printing processes and techniques as well as other functions necessary to meet the requirements of this RFP.

#### **4.6.7 Project Plan**

The offeror should submit, as part of their proposal, a proposed project plan, including schedule and key milestones, describing how they will perform the work required by this contract.

#### **4.6.8 Proximity of Albuquerque**

4.6.8.1 Offeror must identify the physical location of the office from which proposed services will be provided.

4.6.8.2 Offeror must provide detail explanation of how all services will be provided to principal or designee not physically located near the office.

#### **4.6.9 Proposed Additional Support Services**

Offeror must describe in detail other support services deemed necessary to enhance printing services and communication access for the Graphic Enterprise Manager and/or designee of the Albuquerque Public Schools district.

## V. EVALUATION

### 5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposal(s). **FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!**

### 5.1 Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

	Factor	Points
<b>5.2</b>	<b>Mandatory Specifications</b>	
5.2.1.	Authority to Provide Printing Services	0*
5.2.2.	Knowledge of Graphics and Printing Processes and Techniques	40
5.2.3.	Ability to Manage Printing Projects of Large Scale	45
5.2.4.	Cost	50
5.2.5.	Site Visit (finalists only)	20
5.2.6.	Oral Presentation/Interview (if required)	100
5.2.7.	New Mexico Employees Health Insurance	0*
5.2.8.	Campaign Contribution Disclosure Form	0*
5.2.9.	Conflict of Interest and Debarment/Suspension Form	0*
5.2.10.	Statement of Confidentiality Form	0*
<b>5.3.</b>	<b>Desirable Specifications</b>	
5.3.1.	Corporate Experience	20
5.3.2.	Printing Manager Experience	20
5.3.3.	Corporate References	5
5.3.4.	Printing Managers References	5
5.3.5.	Offerors Rational for Selection	5
5.3.6.	Specific Knowledge Requirements	25
5.3.7.	Project Plan	5
5.3.8.	Proximity of Albuquerque	5
5.3.9.	Proposed Additional Support Services	5
	Total Points without Oral Presentation/Interview	250
	Total (+ 100 Points with Oral Presentation/Interview if required)	350

\* Pass/Fail only. No points assigned.

### 5.2 Mandatory Specifications

**FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!**

**5.2.1 Authority to Provide Printing Services**

Pass/Fail only.

**5.2.2 Knowledge of Graphics and Printing Processes and Techniques**

Points will be awarded based on the knowledge indicated in the offeror’s response.

**5.2.3 Ability to Manage Printing Projects of Large Scale**

Points will be awarded based on the strength and credibility of the offeror’s response.

**5.2.4 Cost**

The evaluation of each Offeror’s proposal cost will be conducted using the following formula:

$$\frac{\text{Lowest Responsible Offeror’s Cost}}{\text{This Offeror’s Cost}} \times 50 = \text{Awarded Points}$$

**5.2.5 Site Visit (finalists only)**

If selected as a finalist, the Offeror shall afford the Evaluation Committee the opportunity to visit one or more proposed printing locations at a date, time, and place set by the Procurement Manager. The designated on-site Printing Manager shall conduct the tour of Offeror's facility, as it relates to the Offeror’s proposal, for the Evaluation Committee. Points will be awarded based on criteria set by the Evaluation Committee.

**5.2.6 Oral Presentation/Interview (if required)**

Points for oral presentation/interview will be awarded based upon an evaluation of qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

**5.2.7 New Mexico Employee Health Coverage**

Pass or fail.

**5.2.8 Campaign Contribution Disclosure Form**

Pass or fail.

**5.2.9 Conflict of Interest and Debarment/Suspension Form**

Pass or fail.

**5.2.10 Statement of Confidentiality Form**

Pass or fail.

### **5.3 Desired Specifications**

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

#### **5.3.1 Corporate Experience**

Points will be awarded based on the documented evidence of provision of comparable services and applicability of the offerors previous experience as it relates to the needs of the RFP.

#### **5.3.2 Printing Manager Experience**

Points will be awarded based on an evaluation of the proposed printing manager's experience and capability, as indicated in the resumes and experience narrative submitted. The key evaluation components include depth-related experience, total years of related experience, and applicable education and training.

#### **5.3.3 Corporate References**

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the offeror's services, the delivery of services, responsiveness to problems and complaints, and the level of satisfaction with the offeror's overall performance. The Evaluation Committee may call any or all of the references.

#### **5.3.4 Printing Manager References**

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the proposed printing manager's previous work, the timeliness of that work, his or her performance to problems and complaints and the overall level of satisfaction with his or her work. The Evaluation Committee may call any or all of the references.

#### **5.3.5 Offeror's Rational for Selection**

Points will be awarded based on the strength, logic and credibility of the response.

#### **5.3.6. Specific Knowledge Requirements**

For each sub-area, points will be awarded on the depth of the knowledge indicated in the offeror's response.

#### **5.3.7 Project Plan**

Points will be awarded for advantageous timelines, thorough action plan, apparent experience with the assumption of contract process, and anticipated contingency strategies.

#### **5.3.8 Proximity of Albuquerque**

Points will be awarded based on the offeror(s) ability to meet the needs of the Graphics Enterprise

Services department in the Albuquerque metropolitan area.

### **5.3.9 Proposed Additional Support Services**

Points will be awarded based upon the ability to meet the current and future needs, thoroughness, quality, efficiency, validity of approach and perceived likelihood of success of the offeror's proposed additional support services.

Points will be awarded based on ability to meet needs of the Albuquerque Public Schools Graphic Enterprise Manager and/or designee of the Albuquerque Public Schools district.

## **5.4 Evaluation Process**

Offeror will be evaluated in general compliance with the provisions provided below.

5.4.1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV. Proposals deemed non-responsive will be eliminated from further consideration.

5.4.2 The Procurement Manager may at her option contact the Offeror for clarification of the response as specified in Section II.

5.4.3 The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.

5.4.4 Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. If required, the responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or chosen to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

5.4.5 The responsible Offeror(s) whose proposal is most advantageous to APS, taking into consideration the evaluation factors in Section V, will be recommended for contract award.

5.4.6 Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

### **5.4.6.1 Determination of Finalist Offerors**

A maximum total of 250 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate and score the proposals separately. In the event the committee determines oral presentations/interviews are needed, the evaluation points will be utilized to determine the shortlist for evaluations. APS will notify the shortlist finalists as to the date, time, and place that oral presentations/interviews will be conducted. Offerors that do not make the shortlist will also be notified.

If the Evaluation Committee determines that oral presentations/interview(s) will be held, the shortlist rankings will be weighted 40% and rankings from the interview will be weighted at 60% in determining final selections. The Offeror(s) with the highest scores will be awarded a contract.



5.4.6.2 Finalist(s) Offeror’s Oral Presentation/Interviews

A maximum total of 350 points are possible in scoring Finalist Offerors in the oral presentation/interview process. If no oral presentation/interviews are conducted, each Finalist Offeror will not be awarded 100 points. If the Evaluation Committee determines that oral presentations/interview(s) will be held, the initial rankings by the Evaluation Committee will be weighted 40% and rankings from the oral presentation/interview(s) will be weighted 60% in determining the final selection. In the event, a second oral presentation/interview is required, the initial rankings by the Evaluation Committee will be weighted 40% replacing the original cost with the best and final cost and rankings from the oral presentation(s)/interview(s) will be averaged and weighted 60% in determining the final selection for a total of 100%. If needed, APS will instruct respondents on the process for a best and final offer.

5.4.6.3 Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive; the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph C.)

5.4.6.4 Proposal Evaluation – The Evaluation Committee will review each Offerors’ proposal. Points will be allocated as outlined in Section 5.1. of this RFP by each member of the committee. Each member’s point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

5.4.6.5 If fewer than three proposals are received, the Evaluation Committee may recommend award or reissue the RFP.

5.4.6.6 Shortlist ranking are weighted 40% and ranking from the oral presentations/interviews are weighted 60% in determining the final selection. The firm with the highest combined ranking (lowest numerical score) from the shortlist and oral presentation/interview shall be awarded the selection in their proposal.

5.4.6.7 In addition to the individual shortlist ranking, it should be noted here that the cost is also a factor. The formula will be as follows:

$$\frac{\text{Lowest Responsible Offeror’s Cost}}{\text{This Offeror’s Cost}} \times 50 \text{ Awarded Points}$$

The Lowest Responsive Offeror’s cost will be divided by the Offeror’s cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

5.4.6.8 Final Rankings – All committee rankings are public record and will be available for public inspection at APS Procurement Department after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A	Tie ( $1^{\text{st}} + 2^{\text{nd}}/2 = 1.5$ )
Firm B	Tie ( $1^{\text{st}} + 2^{\text{nd}}/2 = 1.5$ )
Firm C	3rd ( = 3)

A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Chairman of the Evaluation Committee.

5.4.6.9 Point Calculations - All calculations of point standings, including any additional or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

5.4.6.10 Notice of Award – The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee.

**APPENDIX A**

**REQUEST FOR PROPOSALS  
ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP NO. 12-028GR-SL  
PRINTING SERVICES ON DEMAND**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment I.

The acknowledgement of receipt must be should and returned to the Procurement Manager no later than close of business on October 24, 2011. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**This name and address will be used for all correspondence related to the Request for Proposal.**

**Firm does/does not (circle one) intend to respond to this Request for Proposals.**

*Gustavo Rossell  
District Buyer  
Albuquerque Public Schools  
PO Box 25704  
Albuquerque, NM 87125-0704  
Phone number (505) 878-6125  
Fax number (505) 830-1161  
E-mail: rossell@aps.edu*

**APPENDIX B**

**LETTER OF TRANSMITTAL FORM (BINDER #1)**

**RFP # 10-028GR-SL  
PRINTING SERVICES ON DEMAND**

Item #1 to 4 EACH **MUST** BE RESPONDED TO, Failure to respond to all four items **WILL RESULT** IN THE DISQUALIFICATION OF THE PROPSAL.

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


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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

---

Authorized Signature and Date (**Must** be **signed** by the person identified in Item #2, above.)

**APPENDIX C**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

**RFP NO. 10-105SS-MC  
PRINTING SERVICES ON DEMAND**

1. For all contracts solicited and awarded on or after October 20, 2011: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than December 1, 2011 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than December 1, 2011 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
  - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than December 1, 2011 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**COST RESPONSE FORM**

**RFP NO. 12-028GR-SL  
PRINTING SERVICES ON DEMAND**

The Offeror listed below submits the following hourly rate not including New Mexico Gross Receipts Tax for printing services to complete the requirements as outlined in this RFP for the Albuquerque Public Schools Office of Graphics Enterprise Services.

Points for cost will be determined on the hourly rate for each category.

<b>QTE.</b>	<b>CATEGORY</b>	<b>QUOTATION PRICE</b>
1.	Health & Wellness Color Booklet (Quantity: 500)	\$ _____
2.	New Futures Agenda (Quantity: 500)	\$ _____
3.	HR Color Brochure (Quantity: 1000)	\$ _____
4.	NMAHHC Two-pocket Folder (Quantity: 500)	\$ _____
5.	Envelopes, # 10 Regular, Black Ink (Quantity 1000)	\$ _____

Additional sheets may be attached.

***Cost Proposal(s) must be submitted in Binder #2 only and identified with the Offeror's name and "COST PROPOSAL". Your proposal may be considered non-responsive if not submitted in a sealed envelope.***

**Offeror Name:** \_\_\_\_\_



Quote Request # 1

Company Name: XYZ Printing Company Contact Name: J. Smith

Contact Email: jsmith@xyzpc Phone: 000 000-0000 Quote needed by: 09-10-11

Project Description: Health & Wellness color booklet Quantity: 500

Number of:

Pages to be printed or copied: 10 Sheets in one book/set: 5 Copied/Printed: 1 side  2 sides

Total number of sheets to produce job: 2500 Size of sheet: 17"x11"

PAPER:

Inside Pages:  
 Size: 17" X 11" Weight: 60#/70# Color: white Type: text

Cover:  
 Size: 17" X 11" Weight: 80#/100# Color: white Type: cover

NCR: \_\_\_\_\_ part  1 side  2 sides \_\_\_\_\_ Special: \_\_\_\_\_

INK:

Inside Pages: full color, cmyk

Cover: full color, cmyk 1/s, b/w 1/s

Bleed/s: cover bleeds, inside pages do not

ART/PRE-PRESS:

Artwork furnished: via ftp site

Platform/Programs used: mac, Adobe indesign, gathered

Fonts used: times roman, stone sans, gathered

Comp included  PDF  Halftones/Photos: gathered

BINDERY:

Collate  Folds: 1- 1/2  Trim: book trim  Drill-No. Holes: \_\_\_\_\_

Padding-Sheets to pad: \_\_\_\_\_  Finished size: 8.5" X 11"  Stitch: saddle

Binding:  
 Type \_\_\_\_\_  Color \_\_\_\_\_

Special: Must be blind packaged, in boxes of 100, shipped to 912A Oak Street SE, ABQ.  
For art/proof questions, contact Karin Tarter 252-0262, tarter@aps.edu

QUOTE RECEIVED BY: \_\_\_\_\_  QUOTE RECEIVED ON (Date): \_\_\_\_\_



Quote Request # 2

Company Name: XYZ Printing Company Contact Name: J. Smith

Contact Email: jsmith@xyzpc Phone 000 000-0000 Quote needed by: 09-10-11

Project Description: New Futures agenda Quantity 500

Number of:  
 Pages to be printed or copied: 12 Sheets in one book/set 6 Copied/Printed: 1 side  2 sides

Total number of sheets to produce job: 3000 Size of sheet: 8.5"X11"

PAPER:

Inside Pages:  
 Size: 8.5" X 11" Weight: 28# Color: white Type: text

Cover:  
 Size: 8.5" X 11" Weight: 100# Color: white Type: cover

NCR: part  1 side 2 sides Special:

INK:

Inside Pages: full color, cmyk

Cover: full color, cmyk 2/s

Bleed/s:

ART/PRE-PRESS:

Artwork furnished: via ftp site

Platform/Programs used: mac, Adobe indesign, gathered/collected

Fonts used: times roman, stone sans, gathered/collected

Comp included  PDF  Halftones/Photos: gathered/collected

BINDERY:

Collate  Folds: 1- 1/2  Trim: book trim  Drill-No. Holes:

Padding-Sheets to pad:   Finished size: 5.5" X 8.5"  Stitch:

Binding:  
 Type Spiral  Color navy blue

Special: Must be blind packaged, in boxes of 100, shipped to 912A Oak Street SE, ABQ.  
For art/proof questions, contact Karin Tarter 252-0262, tarter@aps.edu

QUOTE RECEIVED BY:   QUOTE RECEIVED ON (Date):





Quote Request # 3

Company Name: XYZ Printing Company Contact Name: J. Smith

Contact Email: jsmith@xyzpc Phone: 000 000-0000 Quote needed by: 09-10-11

Project Description: HR color brochure Quantity: 1000

Number of:

Pages to be printed or copied: 1 Sheets in one book/set: 1 Copied/Printed: 1 side  2 sides

Total number of sheets to produce job: 2500 Size of sheet: 8.5" X 11"

PAPER:

Inside Pages:

Size: 8.5" X 11" Weight: 60# Color: white Type: text

Cover:

Size: 8.5" X 11" Weight: 80#/100# Color: white Type: cover

NCR: part  1 side 2 sides Special:

INK:

Inside Pages: full color, cmyk

Cover: \_\_\_\_\_

Bleed/s: \_\_\_\_\_

ART/PRE-PRESS:

Artwork furnished: via email

Platform/Programs used: mac, Adobe indesign, gathered

Fonts used: times roman, stone sans, gathered

Comp included  PDF  Halftones/Photos: gathered

BINDERY:

Collate  Folds: 2 fold, letter  Trim: \_\_\_\_\_  Drill-No. Holes: \_\_\_\_\_

Padding-Sheets to pad: \_\_\_\_\_  Finished size: 3.5" X 8.5"  Stitch: \_\_\_\_\_

Binding:

Type \_\_\_\_\_  Color \_\_\_\_\_

Special: Must be blind packaged, shipped to 912A Oak Street SE, ABQ.

For art/proof questions, contact Karin Tarter 252-0262, tarter@aps.edu

QUOTE RECEIVED BY: \_\_\_\_\_  QUOTE RECEIVED ON (Date): \_\_\_\_\_



Quote Request # 4

Company Name: XYZ Printing Company Contact Name: J. Smith

Contact Email: jsmith@xyzpc Phone: 000 000-0000 Quote needed by: 09-10-11

Project Description: NMAHHC two pocket folder Quantity: 500

Number of:  
 Pages to be printed or copied: 1 Sheets in one book/set: 1 Copied/Printed: 1 side  2 sides

Total number of sheets to produce job: 500 (no unders) Size of sheet: accommodates 26" X 16"

PAPER:  
 Inside Pages:  
 Size: \_\_\_\_\_ Weight: \_\_\_\_\_ Color: \_\_\_\_\_ Type: \_\_\_\_\_  
 Cover:  
 Size: 17" X 11" Weight: 100# Color: white Type: cougar cover  
 NCR: \_\_\_\_\_ part  1 side  2 sides \_\_\_\_\_ Special: \_\_\_\_\_

INK:  
 Inside Pages: \_\_\_\_\_  
 Cover: full color, cmyk  
 Bleed/s: 4 sides

ART/PRE-PRESS:  
 Artwork furnished: via ftp site  
 Platform/Programs used: mac, Adobe indesign, gathered  
 Fonts used: times roman, stone sans, gathered  
 Comp included  PDF  Halftones/Photos: gathered

BINDERY:  
 Collate  Folds: \_\_\_\_\_  Trim: \_\_\_\_\_  Drill-No. Holes: \_\_\_\_\_  
 Padding-Sheets to pad: \_\_\_\_\_  Finished size: 9" X 12"  Stitch: \_\_\_\_\_  
 Binding:  
 Type \_\_\_\_\_  Color \_\_\_\_\_  
 Special: Die cut, standard two pocket 4" pocket with business card slits on right pocket only, glue tabs. Must be blind packaged, in boxes of 100, shipped to 912A Oak Street SE, ABQ. For art/proof questions, contact Karin Tarter 252-0262, tarter@aps.edu

QUOTE RECEIVED BY: \_\_\_\_\_  QUOTE RECEIVED ON (Date): \_\_\_\_\_

**APPENDIX E**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM  
RFP NO. 12-028GGR-SL  
PRINTING SERVICES 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 for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX F**

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

**PRINTING SERVICES ON DEMAND  
RFP NO. 12-028GR-SL**

As utilized herein, the term "Contractor" 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 Contractor or in the proposed transaction. Contractor 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. Contractor did not participate, directly or indirectly, in the preparation of specifications upon which the quotation or offer is made. If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, 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 Contractor; (2) has an ownership interest in the Contractor (other than as an owner of less than 1% of Contractor's stock, if Contractor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Contractor; (4) has received grant, travel, honoraria or other similar support from Contractor; or (5) has a right to receive royalties from the Contractor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Contractor 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 Contractor 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 quotation or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

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

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

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

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

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

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

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

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

Telephone: \_\_\_\_\_

**APPENDIX G**

**OFFICE OF GRAPHIC ENTERPRISE SERVICES**

**TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

**RFP NO 12-028GR-SL  
PRINTING SERVICES ON DEMAND**

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

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Date)

**APPENDIX H**

**OFFEROR INFORMATION/SIGNATURE PAGE**

**PRINTING SERVICES ON DEMAND  
RFP NO. 12-028GR-SL**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

ALTERNATE CONTACT \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

ALTERNATE SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE



**APPENDIX I**

**SUBMITTALS CHECK OFF LIST  
PRINTING SERVICES ON DEMAND  
RFP NO. 12-028GR-SL**

	<b>Appendix</b>	<b>Binder #1 Yes/No</b>	<b>Binder #2 Yes/No</b>	<b>Signed</b>
1.	Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed)		X _____	
2.	Letter of Transmittal Form (Appendix B)	X _____	X _____	
3.	New Mexico Employees Health Coverage Form (Appendix C)		X _____	
4.	Fee Response Form (Appendix D)		X _____	
5.	Campaign Contribution Disclosure Form (Appendix E)		X _____	
6.	Conflict of Interest and Debarment Form (Appendix F)		X _____	
7.	Statement of Confidentiality Form (Appendix G)		X _____	
8.	Offeror Information/Signature Page (Appendix H)		X _____	
9.	Submittal Check off List (Appendix I)		X _____	
10.	Addendum(s) (if applicable) (E-mail replies are unacceptable in this case.)		X _____	
11.	Verified all pages are numbered and included in each individual binder.	X _____	X _____	

**Note: All original appendices must be included in Binder #2 except as noted above. Appendices not included in Binder #1 or #2 will be considered non-responsive and may be rejected.**

**Documents must be in a sealed envelope(s)/box(es) with RFP number, company name, address, city state, ZIP code, and the date and time by proposal due date and time.**

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date