



**ALBUQUERQUE
PUBLIC SCHOOLS**

REQUEST FOR QUOTES

QUOTE #0001MM-SL

Playground Safety Audits

Date issued: December 11, 2014

ALBUQUERQUE PUBLIC SCHOOLS

**MAINTENANCE AND OPERATIONS
FACILITIES DESIGN & CONSTRUCTION
AND**

**OFFSITE PROCUREMENT OFFICE
LINCOLN COMPLEX, BLDG. A, FIRST FLOOR, ROOM 7
915 LOCUST ST. SE
ALBUQUERQUE, NM 87106**

DEADLINE FOR SUBMITTAL OF RESPONSES

Submittal of quotes are due by 2:00 p.m., December 22, 2014. Responses can be e-mailed, mailed or hand delivered. Clearly label each envelope or package with the Quotation Number & name, Bidder's name, address and date of submittal.

Bidder shall deliver quotations to:

**Albuquerque Public Schools (APS)
Offsite Procurement Office
Lincoln Complex, Building A, 1st Floor, Room 7
915 Locust Street SE
Albuquerque, NM 87106
ATTENTION: Michael Madrid CPPB, Construction Buyer
Telephone: 505-848-8826
E-mail Address: michael.madrid@aps.edu**

DEFINITIONS AND TERMINOLOGY

This section contains definitions that are used throughout this Request for Quote, including appropriate abbreviations.

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

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

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

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

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

“General Provisions” - The terms **“can”**, **“may”**, **“should”**, **“preferably”**, or **“prefers”** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Bidder’s quote.

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

“Bidder” is any person, corporation, or partnership who chooses to submit a quote in response to this quotation, with the intent of providing construction services for this project.

“Owner”, as defined in the Agreement between the Owner and Contractor, shall be Albuquerque Public Schools.

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

“Responsive Offer” or “Responsive Quote” An offer or quote which conforms in all material respects to the requirements set forth in the Quote as determined by APS Procurement. Material respects of a quote include, but are not limited to quality, quantity or delivery requirements.

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

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

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

- a) Sign the quote, but only if the unsigned quote is accompanied by other material indicating the Bidder’s intent to be bound; or
- b) Acknowledge receipt of an amendment to the quotation, but only if: a) it is clear from the quote that the Bidder received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

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

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

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

OVERVIEW OF QUOTATION

A. PURPOSE OF THIS QUOTATION

Albuquerque Public Schools (APS) is requesting competitive sealed quotes for a playground safety audit consultant. All potential Bidders are to read, understand and accept the requirements of this quotation, especially the **mandatory requirements**.

B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS

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

C. APS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

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

D. METHOD OF AWARD:

The Owner intends to award this procurement to the lowest Bidder in accordance with the requirements identified herein. The Owner reserves the right to reject any and all quotes, to waive technical irregularities, and to award the contract to the Bidder whose quote it deems to be in the best interest of the Owner.*

E. Submission of Written Questions

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

APS Procurement Contact:

**Michael Madrid CPPB, Construction Buyer
APS Offsite Procurement Office
Lincoln Complex, Building A, Room 7
915 Locust Street, SE
Albuquerque, NM 87106
Telephone: 505-848-8826
E-mail: michael.madrid@aps.edu**

F. Submission of Quotations

- a) Receipt of Quotations: **NOTE: The preferred method for submittal of a response to the quotation request is via email.**

Submittal of quotes are due by 2:00 p.m., December 22, 2014. Responses can be e-mailed, mailed or hand delivered. Clearly label each envelope or package with the Quotation Number & name, Bidder's name, address and date of submittal.

Bidder shall deliver quotations to:

**Albuquerque Public Schools (APS)
Offsite Procurement Office
Lincoln Complex, Building A, 1st Floor, Room 7
915 Locust Street SE
Albuquerque, NM 87106
ATTENTION: Michael Madrid CPPB, Construction Buyer
Telephone: 505-848-8826
E-mail Address: michael.madrid@aps.edu**

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

G. Incurring Cost

Any cost incurred by the Bidder in preparation, transmittal of any quotation or material submitted in response to this Quotation shall be borne solely by the Bidder.

H. Termination of Quotation

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

I. Right to Waive Technical Irregularities

APS reserves the right to waive technical irregularities per 1.4.1.42 NMAC 2005, (see "Technical Irregularities" in Definitions and Terminology section below). APS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive quotes failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of APS.

J. Potential Civil and Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

K. Clarifications from Bidders

The Construction Buyer, after review of the quotations may request clarifications on information submitted by any and all Bidders in a written format, with a specified deadline for response.

L. Non-Conforming Quotations

Quotes will be reviewed, for completeness, format and compliance with the requirements of the procurement. Incomplete quotes will be considered non-responsive and subject to rejection.

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

If any quote is deemed non-responsive by APS, the Bidder will be notified in writing of such determination.

M. CERTIFICATE OF INSURANCE:

Bidder shall provide a Certificate of Insurance:

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

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

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

General Liability Insurance shall be provided with the following limits.

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

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

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

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury and underground coverage if project requires underground operations.

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

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

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

N. RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:

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

1. To receive a resident business preference, a business or contractor shall submit with its quote a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
2. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
3. To receive a veteran resident contractor preference, a contractor shall submit with its quote a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
4. Through either an RFP process or an ITB process the qualified veteran resident contractor shall receive:
 - a) 10% preference if their annual revenues are less than \$1,000,000;
 - b) 8% preference if their annual revenues are less than \$5,000,000 but more than \$1,000,000
 - c) 7% preference if their annual revenues are more than \$5,000,000

5. The preference is limited in any calendar year, to an aggregate of \$10,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
6. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
7. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
8. If there is a joint quote or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint quote or proposal.

O. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The blank form is included in an Appendix of this Quotation. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

P. CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

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

Q. CONTRACTOR'S STATE OF NM W-9 FORM:

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

R. BIDDER'S CERTIFICATION/LICENSE(S)

Each Bidder shall provide a photocopy of their bidder's certification/license(s)

INFORMATION FOR BIDDERS

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

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

- 2.) **Familiarity With Conditions:** Clarification of bidding procedures for this Contract may be made by contacting Michael Madrid CPPB, APS Construction Buyer, telephone (505) 848-8826; clarification of the technical aspects of this contract may be made by contacting the following personnel at APS:

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

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

- 3.) **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts to transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent
- 4.) **Conditional Quotes:** Quotes in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, quote will be rejected.
- 5.) **Cancellation:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the bidder, grounds for cancellation still exists, immediate notification of cancellation will be provided in writing by the Procurement department.

Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits

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

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

- 7.) **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civic and criminal penalties for its violation. In addition, the New Mexico Criminal statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.

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

General Operating Conditions

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

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

- 2.) **Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** perform work requests which are clearly beyond the defined Scope of Work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations may become the personal liability of the individual requesting such work and APS is under no obligation to make payment.
- 3.) **Work Scheduling:** All work shall be, insofar as possible, performed during normal work house (7:00 a.m. to 5:00 p.m.) Monday through Friday. However, all work shall be coordinated with both the Project Manager and Operations and the Site Administrator to avoid interference with any facility schedule. All workmen shall check in through the administrative office when arriving at the site, and check out when leaving. The site administrator/designee will sign appropriate form verifying that the work has been completed. A list of worker's name(s) and job classification(s) shall be included on the form. Once begun, work shall continue without interruption and total job shall be completed within the number of days specified on the Construction Report Form.
- 4.) **Response Time:**
 - a) **Estimates** – Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days.
 - b) **Routine Requests** – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The contractor shall be able to respond to multiple routine requests at any one time.
 - c.) **Emergency Requests** – The contractor shall be able to provide service 24 hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.
- 5.) **Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including,

but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.

- 6.) **Final Acceptance:** The contractor shall notify the APS Project Manager or designee when each work order/project is complete. APS shall then arrange for a prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.
- 7.) **Invoicing and Purchase Order Procedures:** Upon award, APS will issue a Price Agreement (PA) which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed. Small Purchas Order's (SPO's) will not be used.

Itemized invoices, clearly referencing appropriate quote pricing item number, price agreement number and work order number, shall be submitted in duplicate to the using department (M&O or Facilities Planning). Copies of the completed delivery tickets, Construction Report Form or appropriate estimate form shall be attached to the invoice to substantiate charges for auditor tracking purposes. Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records.

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

Invoices with errors in unit pricing, errors in labor rates etc shall be subject to the same terms, but the start date for calculating late payment charges will be based on the date of the corrections. When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or submittal required by contract.

GENERAL REQUIREMENTS AND SPECIFICATIONS

AUDIT OF PLAYGROUNDS

Albuquerque Public Schools is seeking quotes for playground audits, training, and consulting services to include the following:

1. Playground audits for compliance with the Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM), and American with Disabilities Act (ADA) guidelines. The results of such audits will be provided to the APS person of contact: the Maintenance and Operations Playground Manager.
 - 1.1 This is to provide inspection and verification that the equipment, installation of equipment and surfacing meets the above referenced guidelines.
 - 1.2 Prepare and submit written reports of findings, and coordinate the repair/refurbishment of equipment with the above referenced person of contact
2. Provide training of staff in playground safety, to include but not limited to, the Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM), and Americans with Disabilities Act (ADA) guidelines.
3. Provide general playground consulting services, to include but not limited to, making recommendations for the purchase and layout of playground equipment, and advising on risk management issues.

Bidders shall have a current Playground Safety Inspector Certification from the National Playground Safety Institute and shall include a copy of their certification as part of their quote proposal.

Quotation/Pricing

In compliance with the scope of work and Terms and Conditions as stated and incorporated herein, the undersigned offers and agrees, if this quote proposal is accepted within thirty (30) calendar days, or as otherwise specified, to furnish the following items at the stated site and hourly price rates (excluding applicable gross receipts)

Any exceptions to this quote are to be identified in the EXCEPTIONS SPECIFICATIONS portion of the quote.

	Labor Category	UNITS	PRICING (Exclude GRT)
1.	Playground Audits and Reports	EACH	\$ _____
2.	Surfacing Test Only	EACH	\$ _____
3.	Training Hourly Rate	HOURLY	\$ _____
4.	Consulting Services	HOURLY	\$ _____
5.	Emergency Hourly Rate	HOURLY	\$ _____

Exceptions to Specifications:

Bidder: _____

Company Name

Address

Address

By: _____

Authorized Signature

Printed Name

Telephone Number

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

AUDIT OF PLAYGROUNDS

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 quote 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 quote 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 quote process set forth in the Procurement Code or is not required to submit a competitive sealed quote because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (Position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX B

Resident Veterans Preference Certification

AUDIT OF PLAYGROUNDS

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

Please check one box only

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

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative) “

(Date)

*Must be an authorized signatory for the Business.

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

APPENDIX C

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

AUDIT OF PLAYGROUNDS

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX D

BIDDER'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No _____

Percent of preference qualified for: _____ (10% / 8% / 7%)

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

Proposal of (Company name):

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for various construction services on demand.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____,

Addendum No: _____, dated _____, Addendum No: _____,

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

Zip: _____ Fax: _____ Email: _____