



Release Date: October 13, 2014

Due Date: October 22, 2014

REQUEST FOR PROPOSALS

FOR

STUDENT TRANSPORTATION SERVICES
RFP No. 15-032GR-AM

ALBUQUERQUE PUBLIC SCHOOLS
CHIEF OPERATING OFFICE

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I. INTRODUCTION

1.0 Overview

The Albuquerque Public Schools (APS) seeks qualified contractors and Offerors to acquire APS` school bus fleet (18 buses). To provide safe, timely and efficient transportation support (school buses) for students traveling to and from curricular (home / school) and co-curricular activities, after-school activities and clubs, sports practices and events, and other special school events for the APS Student Transportation Services Department 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 Student Transportation Services, as needed by the District, for the (Albuquerque) East Mountain area.

1.1 Purpose of this Request for Proposal

Pursuant to State of New Mexico Public Education Department (PED) regulation No. 6.43.2.11, *Procedures for Awarding New Contracts*, the APS Student Transportation Services department of the Albuquerque Public Schools is requesting proposals for Student Transportation Services for the (Albuquerque) East Mountain area.

This RFP is intended to solicit responses from qualified professional transportation Offerors that are interested in providing the services listed below.

- Acquisition of APS` only bus fleet - exclusive for servicing the (Albuquerque) East Mountain area - consisting of eighteen (18) buses, in accordance to regulations established by State of New Mexico Public Education Department, to provide student transportation services in the (Albuquerque) East Mountain Area. Latest appraisals available in Exhibit C. This transaction also assumes successful Contractor shall acquire five (5) buses in the next three (3) months.
- Transportation support (school buses) for students, including special needs students, traveling to and from curricular (home / school) and co-curricular activities, after-school activities and clubs, sports practices and events, and other special school events for the APS Student Transportation Services department as needed. Projected usage and payments for these services are available on Exhibit B.

*Early termination considerations, as mandated by State of New Mexico Public Education Department (PED), are addressed in Exhibit A (Sample Contract), section 13.14. Offeror must understand such stipulations.

1.2 Scope of Procurement

The scope of procurement is to secure an agreement with a qualified transportation company who has the ability and resources to, and will, acquire APS` only bus fleet (18 buses) to provide transportation support (school buses) in the Albuquerque East Mountain Area. As needed by the district, the successful contractor may have opportunities for doing business with departments, schools, and charter schools 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, CPPB
Title: Procurement Manager
Albuquerque Public Schools
PO Box 25704
Albuquerque, NM 87125
Telephone: 505-878-6125
Fax Number: 505-830-1161
Email: rossell@aps.edu

Special Instructions: Complete the RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of above delivery option selected. **Late RFPs are not accepted and will be returned unopened.** To ensure proper identification and handling, clearly indicate the RFP number and the response due date on the outside of the sealed package as indicated in Section 2.2.6, Page 8.

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 an individual(s), firm(s), partnership(s) company/companies, and corporation(s) to enter into a contract for services.

1.4.3 “Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

1.4.4 “Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from a RFP.

1.4.5 “Contract Manager” means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.

1.4.6 “Contractor” means a successful Offeror who enters into a binding contract.

1.4.7 “Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

- 1.4.8 “Desirable”** The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.4.9 “Department”** For the purposes of administrating the RFP and associated proposals, “Department” means the APS Student Transportation department.
- 1.4.10 “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.
- 1.4.11 “Director”** The Executive Director of the Albuquerque Public Schools Procurement Department or a designated representative.
- 1.4.12 “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.
- 1.4.13 “Evaluation Committee”** means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.
- 1.4.14 “Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Executive 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.
- 1.4.15 “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.
- 1.4.16 “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.
- 1.4.17 “Milestone”** means a significant event in a project, usually the completion of a major deliverable.
- 1.4.18 “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.
- 1.4.19 “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!*
- 1.4.20 “Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

- 1.4.21 “Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.22 “Purchasing Agent”** means the purchasing agent for the Albuquerque Public Schools or a designated representative.
- 1.4.23 “Request for Proposal”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.4.24 “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.
- 1.4.25 “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.
- 1.4.26 “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 “Solicited and Awarded”** means a RFP was made available to the general public, through any means, after October 13, 2014 AND the contract(s) sought as a result of that solicitation was/were awarded after October 22, 2014.
- 1.4.28 “Solicitations”** means a RFPs.
- 1.4.29 “Volume”** means RFP documents to be placed in individual sections as outlined in response format and organization. Volume #1, #2, and #3 can be either binders, spiral bound, folders, stapled, etc.

1.5 Background Information

This section provides background information on the Albuquerque Public Schools 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 Chief Operating Officer or designee is the highest District official responsible for overseeing the overall coordination of the Student Transportation Services Department for various departments, schools, and charter schools.

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 2012-2013. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 89,500 students and 13,500 employees, 12,907 full time and 6,500 teachers, and 2,081 classroom educational assistants. An elected Board of Education, composed of seven members serving staggered terms of four years each, governs the District. The Interim Superintendent is Dr. Brad Winter.

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 costs in an innovative and effective manner.

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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	10/13/14 (Mon)
2.2.2.	Return of acknowledgement of Receipt Form for Distribution List	Potential Offerors	10/22/14 (Wed)
2.2.3.	---	---	---
2.2.4.	Deadline To Submit Questions	Potential Offerors	10/15/14 (Wed)
2.2.5.	Response to Written Questions/RFP Amendments	Albuquerque Public Schools	10/17/14 (Fri)
2.2.6.	Submission of Proposal	Offerors	10/22/14 (Wed) 9:00 a.m. (MDT)
2.2.7.	Proposal Evaluation	Evaluation Committee	10/22-24/14
2.2.8.	Selection of Finalists	Evaluation Committee	TBD
2.2.9.	Best and Final Offers from Finalists	Finalists Offerors	TBD
2.2.10.	Oral Presentation/Interview by Finalists if required	Finalists Offerors	TBD
2.2.11.	Finalize Contract	Albuquerque Public Schools Offeror	TBD
2.2.12.	Contract Award	Albuquerque Public Schools	TBD
2.2.13.	Protest Deadline	Offerors	15 Days after the Contract Award

- Dates may be subject to change.

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 Chief Operating Office for the Student Transportation Services department and the Procurement Department of the Albuquerque Public Schools on October 13, 2014.

2.2.2 Return of Acknowledgement of Receipt Form for Distribution List

Potential Offerors **may** 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 should be delivered to the Procurement Manager no later than the date specified in the Sequence of Events or shortly thereafter. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form may constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name may not appear on the distribution list.

2.2.3 Pre-Proposal Conference (NOT required)

2.2.4 Deadline to Submit Written Questions

Potential Offerors **may** submit 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).

2.2.5 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 acceptable in this case.)**

Failure to return this form may constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name may be dropped from the procurement distribution list. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to www.aps.edu/procurement and click on “See Current Bids and RFPs” link to download amendment(s). ***It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools.*** Any amendment(s) must be acknowledged in the RFP response in Volume #2. **Failure to sign and return any amendment(s) may be considered as non-responsive and RFP response may be rejected.**

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, time permitting.

2.2.6 Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 9:00 AM MOUNTAIN DAYLIGHT TIME ON OCTOBER 22, 2014. **Allow appropriate time for delivery to the procurement department location before the deadline date and time. 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:

US Postal Service Delivery Address:

Gustavo Rossell, CPPB
Procurement Manager
Albuquerque Public Schools
Procurement Department
PO Box 25704
Albuquerque, NM 87125

Hand Carry or Courier Address:

Gustavo Rossell, CPPB
Procurement Manager
Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

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

Proposals must be submitted in a sealed package and clearly labeled on the outside of the package with the following information: (1) Offerer's business name, address including city, state, and ZIP Code, (2) the RFP number, (3) the RFP title, and (4) the response due date and time. 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.

2.2.7 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC) 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.

2.2.8 Selection of Finalists

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

2.2.9 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.

2.2.10 Oral Presentation/Interviews by Finalists (if required)

APS reserves the right to request and conduct oral presentations/interviews with 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 as determined by the Evaluation Committee.

2.2.11 Finalized 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.

2.2.12 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.

2.2.13 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.

US Postal Service Delivery Address:
Mark Heckart, C.P.M.
Executive Director
Albuquerque Public Schools
Procurement Department
PO Box 25704
Albuquerque, NM 87125

Hand Carry or Courier Address:
Mark Heckart, C.P.M.
Executive Director
Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

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 Costs

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 Responsibilities

The contractor shall be solely 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 not allowed

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 Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. APS no longer collects fees for background checks. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or money order in the amount of \$44.00 payable to 3M Cogent**. 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 RFP Cancellation

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 an 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 change 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 be become the property of the Agency (District).

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 and provide a valid e-mail address to receive this correspondence.

2.3.28 New Mexico Employees Health Coverage

- 2.3.28.1 If Contractor 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, Contractor certifies, by signing this agreement, to have in place and agree to maintain during the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than October 13, 2014, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
- 2.3.28.2 Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
- 2.3.28.3 Contractor agrees to advise all employees of the availability of State publically 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/>.

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 2.2.6, on or before the closing date and time for receipt of proposals. If submitting more than one box or envelope, etc., for RFP documents, label each box or envelope: 1 of 3, 2 of 3 and 3 of 3, etc. 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 RFP's and RFP will be considered as non-responsive and will be rejected if 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 volumes with tabs delineating each section. Each volume must be physically separate. (Also reference paragraph 3.4.5 Marking of Volumes.)

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. Proposals that differ from the described format may be rejected. See Definition of Terminology for "Volume" Page 2.

Volume #1 (Mandatory) [1 original + 3 copies + 1 electronic copy (CD-ROM) is preferred (4 separate volumes (copies) total) required]

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

Volume #2 (Mandatory) [1 original + 1 copy + 1 electronic copy (CD-ROM) is preferred (2 separate volumes (copies) 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 Financial Statements (et al) Response Form (Appendix D)
- e. Campaign Contribution Disclosure Form (Appendix E)
- f. Conflict of Interest and Debarment/Suspension Certification Form (Appendix F)
- g. Statement of Confidentiality Form (Appendix G)
- h. Resident Veterans Preference Certification Form (Appendix H)
- i. Offeror Information/Signature Page (Appendix I)
- j. Submittals Check off List (Appendix J)

Volume #3 (Optional) [1 original + 3 copies +1 electronic copy (CD-ROM) is preferred (4 separate volumes (copies) total) required]*

Any Supporting Materials (refer to 3.4.6 below)

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

All volumes may be copied in one electronic media.

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 Forms

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 Volumes

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

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 Volume #3. While the material in Volume #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 original placed in Volume #2 and a copy placed in Volume #1.

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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 Financial Statements (et al) Form attached in Appendix D. Failure to respond to a mandatory requirement will result in disqualification and further evaluation for this procurement. 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 for student transportation is provided by the State of New Mexico Public Education Department. Funding will be made available through the Chief Operating Office, APS Student Transportation Department; site, school, and/or charter school; however, funding is contingent upon state appropriations.

Student Transportation Services is funded through the State of New Mexico. The current funding for the 89 school districts in New Mexico totals \$ 96 million dollars. Initial funding for the 2013-2014 School Year for the Albuquerque Public School District is \$18.2 million dollars. Distribution of the funds provided to APS Student Transportation Services is divided into three basic categories; Rental / Purchase Allowance, Operational, and Business Distribution.

- *Rental Fees* - are determined by the NM Student Transportation and are distributed to the contractors that have purchased new buses to replace old equipment (see Bus Replacement below).
- *Operational allocation* - approximately 14% of the distribution received from the State is used to administer/fund the following: District Personnel (salaries, benefits, etc.) School Bus Insurance (APS provides liability insurance under the provisions of the contract to all bus contractors), and a reserve fund. (The reserve is used to adjust contractor payroll due to route mileage changes (RMC's) made in order to service students after initial mileages are reported to STS.) The following is breakdown of the allocation:
 - Contractor Liability Insurance – 26%
 - Administrative Allowance – 16%
 - Charter School & Per Capita – 10%
 - Bus Inspections Fees – 2%
 - Reserve – 46% (total amount distributed to contractors through RMC's and final calculation adjustment of rate paid per mile)
 - (All funds not distributed from the above mentioned allocations are re-distributed to contractors at the end of the school year.)
- *Business Distribution* - approximately 86%, is allocated for payment to all sixteen contractors providing service to the District based on a mileage-driven formula. Those variables are

incorporated into a formula, adjustment is made for midday routes and attendants that are required on special needs routes.

4.1.2 Agency Resources/Facilities Provided

The APS Student Transportation Department or designee will **NOT** provide work space, telephone, utilities and support services for Student Transportation services related projects. The Contractor(s) providing service under this RFP shall be responsible for the furnishing 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 student transportation services.

The Chief Operating Officer, APS Student Transportation Department or designee will be the primary contact and may coordinate student transportation 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 provision of student transportation services - will be performed for various APS sites, schools, and/or charter schools in the East Mountain area of Albuquerque, New Mexico. *Contractor's staff and/ or drivers will be expected to complete a fingerprint and background check, and have passed such checks successfully, if contractor (staff and/or drivers) will have unsupervised access to students.*

4.2 Scope of Work

The Chief Operarating Officer, through the Student Transportation Department, is the owner requiring the work. However, each department, school, or charter school may require student transportation services as needed.

4.3 Scope of Procurement

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule will be determined after award of contract and upon receiving 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 unduly prolonging 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 not be allowed for any reason. The State of New Mexico Public Education Department funds APS` student transportation program and determines annually the per mile rate. For the fiscal year 2014-2015, the initial rate per mile is \$2.28. Contractor may decline renewal with no penalty and APS will re-bid. This procurement may result in multiple awards.

Although this contract is being bid on behalf of the Chief Operating Office and the Student Transportation Department, individual 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.

4.4 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 student transportation services as needed by the district.

Work shall include as a minimum the activities, requirements, and considerations set forth below:

- Acquisition of APS` only bus fleet - exclusive for servicing the (Albuquerque) East Mountain area - consisting of 18 buses, in accordance to regulations established by State of New Mexico Public Education Department, to provide student transportation services in the (Albuquerque) East Mountain Area. Purchase / replace five (5) school buses in (approximately) the next three (3) months. Latest buses appraisals available in Exhibit C.
- Transportation support (school buses) for students, including special needs students, traveling to and from curricular (home / school) and co-curricular activities, after-school activities and clubs, sports practices and events, and other special school events for the APS Student Transportation Services department as needed. Projected usage and payments for these services are available on Exhibit B.
- The service would require approximately 18 buses, not including spare buses, to meet the needs of approximately 900 APS students Review expenditures of funds and recommend changes as needed
- The student population in the East Mountain area is approximately nine hundred. The routes in the area, paved and unpaved, are projected to run 329,392 miles and the initial operational allocation funding is \$518,960 for the remainder of the current fiscal year (123 days beginning November 3, 2014) based on a \$2.28 per mile allocation
- An estimated < 1% (of 900 students) are students with special needs requirements, i.e. requires a wheelchair lift, lower student to driver ratio, attendant, and other accommodations. The special education school sites are determined through IEP and we transport to and from the East Mountain area to various sites (i.e. Grant MS, Hayes MS, and the NMSBVI)
- The contractor would be responsible for approximately 36 routes representing approximately 300 school bus stops. Current projection of miles run for this contract is 313,470
- The contract provides for pro-rated installments (equal amounts) beginning November 2014. The contractor is responsible for all costs such as; fuel, maintenance, salaries, etc. In addition, the company would have to replace five (5) school buses prior to the end of the school year. For more information on bus replacement (see below).

Bus Replacement

The State has established a program for purchase of school bus transportation equipment. This replacement of school buses is on a twelve year cycle. A schedule for the payment of rental fees for the use of contractor owned buses is determined by the State. Currently, the distribution of rental fees approved by the State cannot exceed a five year distribution period. The current rental fee schedule can be reviewed on the State of New Mexico, School Transportation Bureau website. Under the section titled: Formula and Related Forms – Database Update Forms – 2013-

2014 Rental Fee Amortization

<http://ped.state.nm.us/ped/TranspForms.html>

Detailed information regarding the NM State Statues on Pupil Transportation can be accessed at the New Mexico Public Education Department – School Transportation website –

<http://ped.state.nm.us/ped/TranspIndex.html>

Article 8 – Public School Finance - Section 22-8-26

Article 16 – Transportation of Students – Section 22-16-1

Article 17 – Emergency Transportation Section 22-17-1 & Other Laws Related to Public School Transportation

other links:

<http://ped.state.nm.us/ped/TranspAdminHandbook.html> - PED - Administrative Handbook

<http://www.aps.edu/transportation> - APS Student Transportation Department website

4.5 Mandatory Specifications

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

4.5.1 Authority to Provide Student Transportation Services

Offeror must have the legal authority to provide student transportation services to public school districts in New Mexico as it relates to the needs of this RFP. A statement of concurrence is required.

4.5.2. New Mexico Employees Health Coverage Form

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

4.5.3 Campaign Contribution Disclosure Form

A blank form is included (Appendix E) of this RFP. Pursuant to NMSA 1978, 13-1-191.1, any prospective contractor seeking to enter into a contract with APS must complete, sign and return this form with their proposal. This form must be filled by any prospective Contractor whether or not they, their family member, or representative has made any contributions subject to disclosure.

4.5.4 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.

4.5.5 Statement of Confidentiality Form

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

4.5.6 Insurance

Specify the professional liability insurance carried by your firm and who is covered under what circumstances. Offer must provide proof of the same. If this information will be mailed directly by another source, please indicate.

Additionally,

- a. The **BOARD** (Albuquerque Public Schools) shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.
- b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**.
[12-31-98]

4.5.7 Request for Taxpayer Identification Number and Certification (W-9) Form

Offeror must complete, sign and include the Request for Taxpayer Identification Number and Certificate (W-9) form (Attachment 1) with their proposal.

4.5.8 Knowledge of State and Local Governmental Student Transportation Policies and Procedures

Offeror must have knowledge of state and local governmental student transportation policies and procedures. Offeror must submit a detailed narrative describing how they meet this requirement.

4.5.9 Ability to Manage Student Transportation Projects of this Scale

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

4.5.10 Financial Ability to Acquire 18 School Buses and Replace 5 Buses in the Next 3 Months

For purposes of this RFP, Cost WILL NOT be a factor of evaluation. Instead, Offerors shall provide information to demonstrate they possess the *Financial Ability to Acquire 18 School Buses and Replace 5 Buses in the Next 3 Months* (section 5.2.10). Offerors understand and acknowledge that a cost offer is not required as the price per mile fee (\$2.28), paid to Contractors, is established utilizing the formula

listed below, and paid with funds received from State of New Mexico Public Education Department.

The following is the process (APS Transportation Funding Formula) STS office utilizes to calculate the cost of a contract:

- An initial allocation (projected budget) is received.
- Salaries, insurance, bus inspections, per capita, reserve, etc. is calculated and allotted in the budget.
- The balance (operational) is used as a base to determine the cost per mile. (weighted mile)
- Prior year`s mileage (mid-day miles and attendants are incorporated in the mileage) and number of days of service, i.e. \$1,000 (operational allocation) / 100 (miles per year) / 178 days = .056 per mile. Contractor (A) 20 miles, Contractor (B) 45 miles, and Contractor (C) 35 miles. Distribution for (A) $20 \times .056 \times 178 = \199.36 (B) $45 \times .056 \times 178 = \448.56 (C) $35 \times .056 \times 178 = \348.88
- In April, funds that have not been expended from all accounts is transferred to the “operational” account and the rate per mile is adjusted to expend all funds.
- For the 2013-2014 fiscal year the rate per mile was \$2.37

For the fiscal year 2014-2015, the initial rate per mile is \$2.28

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 (PA) number which will accommodate multiple billings during the life of the contract. This price agreement number must appear on all invoices.

Local APS travel 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.

4.5.10 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 Customer Service Manager shall present the Offeror's proposal to the Evaluation Committee.

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 feel will support their descriptive narrative. If a corporation, Offeror shall provide

the names, addresses, dates of birth, and social security numbers of all stockholders and officers. Offerors shall also provide a current financial statement.

4.6.2 Student Transportation Manager Experience

Offeror should submit a detailed narrative describing the relevant experience of their proposed student transportation 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 student transportation 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. Do not use APS as a reference. 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 Student Transportation Manager References

Two external references should be provided for the proposed Student Transportation 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 student transportation principles with state and local government bodies.

4.6.6.2 Knowledge/ability to perform student transportation, data management, and record keeping 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.

- A proposal for the acquisition of buses and other equipment; the proposal shall indicate the year of manufacture and size of buses to serve each route and necessary spare equipment to provide uninterrupted service.
- A description of the proposed fleet maintenance program, garage or maintenance facilities, bus parking, mechanics, parts, and supplies; in the case of a one bus or small fleet operation, a description shall be submitted relative to garage services planned by the owner with an established automotive repair facility.
- The proposal shall indicate the method, in conformance with state and federal laws and regulations, by which drivers will be selected, trained and supervised.

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 a detailed 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 communication access for the Chief Operating Officer and/or designee of the Albuquerque Public Schools.

4.6.10 Resident Business or Resident Veterans Preference

To be awarded the points, Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference, the attached certificate form Appendix H must accompany any RFP and any business wishing to receive the preference must complete and sign the form.

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
5.2	Mandatory Specifications	
5.2.1.	Authority to Provide Student Transportation Services	0*
5.2.2.	New Mexico Employees Health Coverage Insurance Form	0*
5.2.3.	Campaign Contribution Disclosure Form	0*
5.2.4.	Conflict of Interest and Debarment/Suspension Form	0*
5.2.5.	Statement of Confidentiality Form	0*
5.2.6.	Insurance	0*
5.2.7.	Request for Taxpayer Identification and Number and Certification (W-9) Form	0*
5.2.8.	Knowledge of State and Local Government Student Transportation Policies and Procedures	30
5.2.9.	Ability to Manage Student Transportation Projects of this Scale	35
5.2.10.	Financial Ability to Acquire & Operate 18 School Buses and Replace 5 Buses in the Next 3 mos.	35
	Total Points for Mandatory Specifications (without Oral Presentation/Interview)	100
5.2.11.	Oral Presentation/Interview (<i>if required</i>)	100
5.3.	Desirable Specifications	
5.3.1.	Corporate Experience	20
5.3.2.	Student Transportation Manager Experience	5
5.3.3.	Corporate References	5
5.3.4.	Student Transportation Managers References	5
5.3.5.	Offerors Rational for Selection	10
5.3.6.	Specific Knowledge Requirements	20
5.3.7.	Project Plan	25
5.3.8.	Proximity to Albuquerque	5
5.3.9.	Proposed Additional Support Services	5
	Total Points for Desirable Specifications (without Oral Presentation/Interview)	100
5.3.10	Resident Preference or Resident Veterans Preference	5-10
	Total Max. (Includes an additional 5-10 points for Resident Business and/or Resident Veteran's Preference)	110
	Total (100 Points with Oral Presentation(40%)/Interview (60%) if required)	100
	Grand Total Max. (Includes an additional 5-10 points for Resident Business and/or Resident Veteran's Preference + Interview)	310

* Pass/Fail only. No points assigned.

5.2 Mandatory Specifications (100 points total without Resident / Vet Preference or Interviews)

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

5.2.1 Authority to Provide Student Transportation Services (0 points)

Pass/Fail only. No points assigned.

5.2.2 New Mexico Employee Health Coverage Form (0 points)

Pass or fail. No points assigned.

5.2.3 Campaign Contribution Disclosure Form (0 points)

Pass or fail. No points assigned.

5.2.4 Conflict of Interest and Debarment/Suspension Form (0 points)

Pass or fail. No points assigned

5.2.5 Statement of Confidentiality Form (0 points)

Pass or fail. No points assigned

5.2.6 Insurance (0 points)

Pass or fail. No points assigned

5.2.7 Request for Taxpayer Identification Number and Certification (W-9) - (0 points)

Pass or Fail – No points assigned.

5.2.8 Knowledge of State and Local Government Student Transportation Policies and Procedures (30 points)

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

5.2.9 Ability to Manage Student Transportation Projects of this scale (35 points)

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

5.2.10 Financial Ability to Acquire 18 School Buses and Replace 5 Buses in the Next 3 Months (35 Points)

Points will be awarded based on the strength and credibility of the offeror's response. Provide a

narrative on the state of your company's current financial strength focusing on solvency, liquidity, profitability, and access to credit. Submit with your response a copy of most current financial statements.

* Offeror is not required to submit pricing with their proposal as the per mile fee is established at \$2.28

5.2.11 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.

5.3 Desirable Specifications (100 points total without Resident / Vet Preference or Interviews)

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

5.3.1 Corporate Experience (20 points)

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 Student Transportation Manager Experience (5 points)

Points will be awarded based on an evaluation of the proposed student transportation 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 (5 points)

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 Student Transportation Manager References (5 points)

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 student Transportation 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 Rationale for Selection (10 points)

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

5.3.6. Specific Knowledge Requirements (20 points)

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 (25 points)

Points will be awarded for capacity, capability, propitious timelines, completeness of action plan, apparent experience with the assumption of contract process and anticipated contingency strategies, quality, efficiency, and validity of approach and perceived likelihood of success of the offeror's proposed project plan.

Points will be awarded based on the offeror(s) ability to meet the needs of the students in the Albuquerque East Mountain area.

5.3.8. Proximity to Albuquerque (5 points)

Points will be awarded for Offeror's operation's proximity to Albuquerque.

5.3.9 Proposed Additional Support Services (5 points)

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 the needs of the District.

5.3.10 Resident Business or Resident Veterans Preference

Percent of preference will be determined by Offerors that submit the correct documentation. Once RFP is totally scored, the proper percent of preference will apply to those Offerors that qualify. For example, a RFP has a total value of 100 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses. The two preference business would receive 5 points for the resident preference and 8 points for the resident veterans preference added to their already evaluated score, making it possible for the highest score total of 108.

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 310 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) are required, 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 total final scores will be recommended for an award of contract.

5.4.6.2 Finalist Offerors Oral Presentation/Interviews: If needed, APS will instruct respondents on the process for a best and final offer. If oral presentation/interviews are held, a maximum total of 100 points are possible for this section. If no oral presentation/interviews are conducted, each Finalist Offeror will not be awarded points for this section. 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%. Whether there is one or two oral presentations, the maximum total of 110 points (includes an addition 5-10 points for Resident Business and/or Resident Veteran's Preference) are possible in scoring Finalist Offerors in the oral presentation/interview process.

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 reserves the right to recommend award(s) to any of, or all three offers, or reissue the RFP.

5.4.6.6 Shortlist Ranking: 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 (highest 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 WILL NOT be a factor.

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 ($1^{st} + 2^{nd} / 2 = 1.5$)
Firm B	Tie ($1^{st} + 2^{nd} / 2 = 1.5$)
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.

5.4.6.11 Awarded Contract Termination: Contract may be terminated, upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already occurred for performance or failure to perform prior to the date of termination. Cause for termination could include, but is not be limited to: (1) Contractor's default, in whole or in part, by failing to comply with the provisions of the contract; (2) Contractor's failure to make progress, as to endangered performance; (3) Contractor fails to make deliveries of the item(s) and/or to perform the service(s) within the time specified, or any written extension thereof. In such event of Contractor's default, APS may purchase or otherwise secure necessary item(s) or service(s), and, except as may be otherwise provided, Contractor shall be liable to APS for any excess costs incurred thereby. PED stipulations for termination of contract apply (see Exhibit A, section 13.14).

APPENDIX A
REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT OF RECEIPT FORM
RFP NO. 15-032GR-AM
STUDENT TRANSPORTATION SERVICES

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 form should be signed and returned to the Procurement Manager no later than close of business on October 22, 2014; however acknowledge of receipt forms may be accepted after that date but must be received prior to award Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive information regarding all offeror’s written questions and the Agency’s written responses to those questions as well as RFP amendments if any are issued. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to www.aps.edu/procurement and click on “See Current Bids and RFPs” link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. **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, CPPB
Procurement Manager
Albuquerque Public Schools
PO Box 25704
Albuquerque, NM 87125
Phone number (505) 878-6125 / Fax number (505) 830-1161
E-mail: rossell@aps.edu

APPENDIX B

LETTER OF TRANSMITTAL FORM (VOLUME #1)

**RFP #15-032GM-AM
STUDENT TRANSPORTATION SERVICES**

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
Initial 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
Initial contained in Section V of this RFP.

_____ **I acknowledge receipt of any and all amendments of this RFP.**
Initial

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. 15-032GR-AM
STUDENT TRANSPORTATION SERVICES**

1. If Contractor 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, Contractor certifies, by signing this agreement, to have in place and agree to maintain during the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than October 22, 2014, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.

3. Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Signature of Offeror: _____ Date _____

APPENDIX D

FINANCIAL STATEMENTS (ET AL.)

**RFP NO. 15-032GR-AM
STUDENT TRANSPORTATION SERVICES**

The Offeror listed below submits most current financial statements and other related documentation to demonstrate financial strength of your company for Student Transportation Services to complete the requirements as outlined in this RFP, section 5.2.10, for the Albuquerque Public Schools Chief Operating Office.

Points will be determined by evaluation of all documentation provided.

Additional sheets shall be attached.

Financial information must be submitted in Volume #2 only and identified with the Offeror's name and "FINANCIAL INFORMATION" as a title. Your proposal may be considered non-responsive if not submitted in Volume 2 and if most current Financial Statements are not included.

Offeror's Name: _____

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP No 15-032GR-AM STUDENT TRANSPORTATION SERVICES

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**

**RFP No 15-032GR-AM
STUDENT TRANSPORTATION SERVICES**

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX G

CHIEF OPERATING OFFICER

**TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY**

**RFP No 15-032GR-AM
STUDENT TRANSPORTATION SERVICES**

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 Chief Operating Officer (COO) and forever thereafter, to keep confidential all information and material provided by COO 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, vendor, or other party transacting business with COO, and not to release, use or disclose the same except with the prior written permission of COO. This obligation shall survive the termination or cancellation of the Contract between Contractor and COO 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 COO, or to the owner of such information, inadequately compensable in damages and that, accordingly, COO 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

**Resident Veterans Preference Certification
RFP No 15-032GR-AM
STUDENT TRANSPORTATION SERVICES**

_____ (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 I

OFFEROR INFORMATION/SIGNATURE PAGE

**RFP No 15-032GR-AM
STUDENT TRANSPORTATION SERVICES**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TIME 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 J
SUBMITTALS CHECK OFF LIST

RFP NO. 15-032GR-AM - STUDENT TRANSPORTATION SERVICES

	Appendix	Volume #1 Yes/No	Volume #2 Yes/No	Form Submitted & Signed Yes/No
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.	Financial Statements (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.	Resident Veterans Preference Certification (Appendix H)		X _____	_____
9.	Offeror Information/Signature Page (Appendix I)		X _____	_____
10.	Submittal Check off List (Appendix J)		X _____	_____
11	Request for Taxpayer Identification Number and Certification (W-9) (Attachment 1)		X _____	_____
12.	Liability Insurance and Professional Liability Insurance (If applicable)		X _____	_____
13.	Addendum(s) (if applicable) (E-mail replies are unacceptable in this case.)		X _____	_____

Note: All original appendices must be included in Volume #2 except as noted above. Appendices not included in Volume #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.

_____ (Initial) All documents as indicated in the RFP are included; the required number of copies have been provided as indicated in Section 3.4.1; verified that pages are accounted for and numbered according to section; and all forms are signed and placed in the appropriate volume(s).

Offeror Company Name

Authorized Printed Name

Authorized Signature

Date

EXHIBIT A

SAMPLE OF FLEET SERVICE CONTRACT

13 FLEET SERVICE CONTRACT (FORM)

THIS AGREEMENT is made and entered into as this _____ day of _____,
_____, by and between Albuquerque Public Schools hereinafter called "**BOARD**"
(local board of education)

And _____, herein after referred to as "**CONTRACTOR.**"
(contractor)

W I T N E S E T H:

WHEREAS, **BOARD** has engaged **CONTRACTOR** to provide the pupil transportation services described herein; and

WHEREAS, **CONTRACTOR** desires to provide such transportation services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

[12-31-98]

13.1 TERM

The term of this agreement shall commence _____, _____ and shall continue through _____, _____. This contract may be renewed annually thereafter on the same terms and conditions at the option of the **BOARD**. [12-31-98]

13.2 SCOPE OF SERVICES

a. **CONTRACTOR** shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the **BOARD** consistent with the terms of this contract.

b. **CONTRACTOR** shall, provide for the efficient management of the transportation services as set forth herein. **CONTRACTOR** shall advise the **BOARD** of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. **CONTRACTOR** shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the State Board of Education approved criteria and definition of developmentally disabled, and for the transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for _____ school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/____th of the total compensation for

services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.
[12-31-98]

13.3 COMPENSATION

a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the **CONTRACTOR** \$_____ for purchase allowance/rental fees, and \$_____ for services herein for a total of \$_____ to be paid in consecutive monthly installments as follows: _____ equal installments of \$_____ each, and a final installment of \$_____, commencing on the _____ day of _____, _____.

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.

d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]
[12-31-98]

13.4 FUEL

CONTRACTOR shall furnish all fuel to be used in its performance of this agreement. [12-31-98]

13.5 OPERATION AND MAINTENANCE

a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable State Board of Education Regulations.

b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.

c. **CONTRACTOR** shall ensure that buses operating under this contract meet established State Board of Education safety inspection requirements.
[12-31-98]

13.6 SALARIES

CONTRACTOR shall provide for salaries and benefits of all employees providing service under the terms of this agreement. [12-31-98]

13.7 ROUTES AND SCHEDULES

a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.

b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:

c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.
[12-31-98]

13.8 RECORDS AND REPORTS

a. All records required by state law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met.
[12-31-98]

13.9 INDEMNIFICATION

CONTRACTOR shall hold **BOARD**, its officers and employees harmless and does hereby indemnify the **BOARD**, its officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of **CONTRACTOR** in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of **BOARD**, its agents or employees. [12-31-98]

13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**.

[12-31-98]

13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, **BOARD** shall notify **CONTRACTOR** not later than ONE hours before service. [12-31-98]

13.12 SAFETY

CONTRACTOR shall be responsible for meeting all safety requirements established by local, state, or federal laws or regulations. A record of training and other safety reporting requirements shall be provided to the **BOARD** upon request. [12-31-98]

13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS

a. **CONTRACTOR** shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, State Board of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide

justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**.
[12-31-98]

13.14 **TERMINATION OF CONTRACT BY BOARD**

Subject to procedures hereinafter set forth, the **BOARD** may terminate this contract before its expiration date for violation of law, terms of the contract, or regulations and policies of the State Board of Education or **BOARD**. The procedures for termination of this contract are as follows:

a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR** under which the contract is sought to be terminated, with a copy of such notice provided to the State Transportation Director.

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.

[12-31-98]

13.15 **TERMINATION OF CONTRACT BY CONTRACTOR**

Subject to procedures hereinafter set forth, the **CONTRACTOR** may cancel this contract before its expiration by the following procedures:

- a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.
- b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.
- c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.
- d. This contract shall not be assigned to another individual or corporation.
- e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.
- f. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

Albuquerque Public Schools BOARD OF EDUCATION

BY: _____ PRESIDENT

ATTEST: _____ SECRETARY

_____ CONTRACTOR

[12-31-98]

EXHIBIT B

**ALBUQUERQUE PUBLIC SCHOOLS
RFP No. 15-032GR-AM - STUDENT TRANSPORTATION SERVICES**

**BUSINESS DISTRIBUTION –
PROJECTION FOR EAST MOUNTAIN BUSES FOR 123 DAYS**

BUS #	TTL WEIGHT ANNUAL MILES	MILES PER DAY	MILES 123 DAYS	OPERATIONAL FOR 123 DAYS
32	9,932.3	55.8	6,863.3	\$15,648.32
33	18,069.0	101.5	12,485.8	\$28,467.73
34	19,526.6	109.7	13,493.1	\$30,764.27
35	41,426.4	232.7	28,626.1	\$65,267.53
36	35,505.0	199.5	24,534.4	\$55,938.35
37	14,809.6	83.2	10,233.6	\$23,332.61
39	14,458.0	81.2	9,990.6	\$22,778.58
40	11,187.3	62.9	7,730.6	\$17,625.65
41	16,164.1	90.8	11,169.5	\$25,466.55
42	7,076.0	39.8	4,889.6	\$11,148.28
43	14,471.4	81.3	9,999.9	\$22,799.77
44	21,421.6	120.3	14,802.6	\$33,749.85
45	21,475.0	120.6	14,839.4	\$33,833.90
46	8,125.7	45.7	5,615.0	\$12,802.09
48	13,869.2	77.9	9,583.8	\$21,851.00
51	18,307.0	102.8	12,650.3	\$28,842.70
52	24,068.2	135.2	16,631.4	\$37,919.63
54	19,500.7	109.6	13,475.2	\$30,723.38
	329,392.8	1,850.5	227,614.1	\$518,960.20

* Calculated utilizing a current per mile rate of \$2.28

EXHIBIT C

**ALBUQUERQUE PUBLIC SCHOOLS
RFP No. 15-032GR-AM - STUDENT TRANSPORTATION SERVICES**

LOWEST APPRAISAL ON 18 SCHOOL BUSES FOR EAST MOUNTAIN AREA

APS/STS	BUS #	YEAR	MAKE	MODEL	LICENSE	VIN	CAPACITY	SPEC. EQUIP.	MILEAGE	APPRAISAL
APS/STS	32	2003	IC	IC	G91999	4DRBRAAN03B953357	71		120519	\$ 10,300.00
APS/STS	33	2004	IC	IC	G92000	4DRBRAAN04B968118	71		174165	\$ 15,700.00
APS/STS	*34	2004	IC	IC	SBK825	4DRBRAAN24B968119	71		193573	\$ 2,000.00
APS/STS	35	2008	IC	IC	G92002	4DRBUAAL38B517493	30		116158	\$ 28,300.00
APS/STS	36	2008	IC	IC		4DRAPAFHX8A494369	24		88954	\$ 23,800.00
APS/STS	37	2010	IC	IC	TEMP	4DRBUAAL6AB231742	35		80884	\$ 40,300.00
APS/STS	39	2009	IC	IC	G91991	4DRBUAAN79B676116	71		72213	\$ 42,200.00
APS/STS	40	2003	INTE	IC	G91990	4DRBRAAN93B953356	71		139597	\$ 11,300.00
APS/STS	41	2006	INTE	IC	TEMP	4DRBUAAN36B162288	71		115407	\$ 22,900.00
APS/STS	42	2003	INTE	IC	G91998	4DRBRAAN43B953359	71		104039	\$ 11,300.00
APS/STS	*43	2004	INTE	IC	G91997	4DRBRAAN94B968120	71		195041	\$ 2,000.00
APS/STS	44	2004	INTE	IC	G91996	4DRBRAAN04B968121	71		177287	\$ 15,700.00
APS/STS	45	2009	IC	IC	G91995	4DRBUAAN59B676115	71		88689	\$ 42,200.00
APS/STS	46	2009	IC	IC	G91989	4DRBUAAN99B676117	71		59859	\$ 42,200.00
APS/STS	48	2006	IC	IC	TEMP	4DRBUAAN56B162289	71		102303	\$ 22,900.00
APS/STS	51	2003	IC	IC	G91993	4DRBRABL33B955617	35		164367	\$ 9,600.00
APS/STS	52	2006	IC	IC	TEMP	4DRBUAFL66B149820	17	W/C	200480	\$ 20,900.00
APS/STS	54	2009	IC	IC	TEMP	4DRAPSKK59B131979	30		99094	\$ 34,700.00
APS/STS	*M2	2003	INTE	INTE	G92003	4DRBRAAN03B953360	71		79871	\$ 11,300.00
										\$409,600.00
* Please note that Bus # 34 and Bus # 43 need major engine repair.										
I was only able to give salvage value for these two busses-WE have on verified for engine overhaul.										