



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 19-054 RA

RFP TITLE: Title I Adult Education Program

RFP Schedule

Action	Date & Time
RFP Issued	04/05/2019
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	05/06/19 @ 5:00pm (local time)
RFP Due Date and Time	05/15/2019 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Rennette Apodaca
Phone Number	505-878-6112
E-Mail	Rennette.Apodaca@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP Submittal Location

Physical Address (No USPS Mail*) For Walk-in Delivery or Carrier Service (UPS, FedEx, etc.)	USPS Mailing Address Allow 5 additional business days for APS internal delivery
Albuquerque Public Schools ATTN: Procurement Department 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87110	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87124-0704
<p>Ensure that the following RFP information is clearly labeled on the sealed package containing the RFP submission. Please note: if the sealed proposal is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed bid:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Offeror's Business Name (not an individual's name) <input type="checkbox"/> RFP Number & Title <input type="checkbox"/> RFP Due Date & Time <p>*APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.</p>	

RFP Term

Albuquerque Public Schools reserves the right to enter into eight (8) year contract, renewable annually by mutual written consent with the awarded Offeror(s).
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OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.

Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee may result in rejection of any proposal.

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.

Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the 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 to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

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

12. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.

13. **BRAND NAMES:** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications

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

15. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.

16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **PLEASE NOTE: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

17. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP. Time is subject to Mountain Standard Time. Albuquerque Public Schools does not accept proposals electronically, by fax, or email. **A hardcopy with an original signature MUST be submitted.**

It is the Offeror’s responsibility to ensure the proposal arrives before the due date and time. Offerors are cautioned that “late is late”. It is the responsibility of the Offerors to allow sufficient time for the hazards such as, traffic, weather, parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc. Any and all proposals not received by the proposal submission due date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery service is late or at fault. It is recommended to send your proposal early.

APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.

18. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

19. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
20. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
21. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.
22. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
23. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
24. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
25. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
26. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.
27. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.
“**Agency**” shall mean Albuquerque Public Schools (APS)
“**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.
“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.
“**Contractor**” shall mean the successful Offeror.
“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
“**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.

“Evaluation Committee” shall mean a body constituted to evaluate proposals and make selection recommendation.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Mandatory” the terms **“must”**, **“shall”**, **“will”**, **“is required”**, or **“are required”**, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.

“Offer” – the term means “proposal”, “solution”, means all documents submitted to APS responding to RFP.

“Offeror”, **“Bidder”**, or **“Proposer”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“Owner” shall be Albuquerque Public Schools.

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

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

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

“Responsive Offer” or **“Responsive Proposal”** shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.

TERMS AND CONDITIONS

1. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
9. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and APS.
 - B. Termination by APS
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of APS against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.

ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

10. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his/her employees, agents or subcontractors. Offeror shall save and hold harmless Albuquerque Public Schools against any and all losses, cost, damage, claims, expenses or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Offeror's operation shall be repaired and/or restored to their original condition at the Offeror's expense.

11. **INSURANCE (If Applicable):** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence	\$1,000,000
General Aggregate - \$2,000,000	
Product/completed operations aggregate \$1,000,000	
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Board of Education
Albuquerque Public Schools

Certificate of Insurance forwarded to: Albuquerque Public Schools- Procurement Department
P.O. Box 25704
Albuquerque, New Mexico 87125

12. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice

from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS's access to books and records of such party.

13. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS's designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.

25. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
26. **PAYMENT:** Any invoice received and payment made shall be subject to APS's terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
27. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of APS.

PROTESTS

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
3. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
4. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 2 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 29 APS authorized Charter schools. APS has approximately 81,000 students and 12,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Raquel Reedy.

RFP SCHEDULE

The RFP Buyer will make every effort to adhere to the RFP Schedule as noted on front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee **MAY** interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Title I Adult Education.

SCOPE OF WORK

Albuquerque Public Schools has issued this competitive, sealed Request for Proposals (RFP) for the purpose of obtaining proposal(s) from offeror(s) to provide education courses for adults in Albuquerque Public School (APS) communities. Classes generally are held during the daytime or early evenings inside schools in each zone of APS as determined by APS Title I. Courses could also be held in community centers or other mutually agreed upon locations. Selected contractors are encouraged to consider childcare options for adults attending classes. Duration of the classes may vary. Flexibility in enrollment is preferred.

Courses are encouraged to be creative in content and timeframes. For example, a contractor may propose a family centered course that is only two days long and a different course of study supporting Graduation Pathways that is two semesters and has a mentoring component.

APS Title I intends to award a contract(s) to a successful Proposer(s) to this Request for Proposal (RFP) to provide Adult Basic Education for our schools within our communities. Generally, classes are held at schools or community centers within each quadrant of Albuquerque.

Services must be available and accessible to participants who rely on public transportation and should accommodate the schedules of participants. This means morning, afternoon and evening classes will be scheduled in collaboration with the contractor, the locations and the resources available.

The courses offered may be in any one, a combination of, or all of these three categories:

Category I: Adult Literacy

Adult Literacy courses assist adults to become literate in reading and numeracy, to obtain the knowledge and skills to connect with the school community, to future career or college goals, and for self-sufficiency. Adult Literacy courses could include, but are not limited to, acquiring reading skills, English as a Second Language, Spanish as a Second Language, conversational language acquisition partners or other courses that meet numeracy or literacy of adult learners. Adult Literacy courses could also assist immigrants and other individuals who are new to the USA. Adult Literacy courses should not exclusively be offered in only Spanish and English. Adult educators will help students develop and refine their reading, writing, oral communication and critical literacy skills. The goal should be to allow students to analyze, interpret, and express ideas in ways that allow them to gain greater control over and have more choices within their personal, academic, working lives and with their children's schooling.

Category II: High School Completion Pathways

High School Completion Pathways courses assist adults in attaining a secondary school diploma or equivalent for placement in the workforce and/or college entrance. High School Completion Pathways courses must pretest and counsel students before they choose a pathway. The contractor will present a clear plan to counsel adult students in the best pathway for them to attain their identified goals based on test data, needs of the student and student's goals. Once the courses are successfully completed, the contractor would help facilitate the high school diploma process or the test required for High School Equivalency.

Category III: Family Engagement and/or Parenting Classes

Family Engagement and/or Parenting courses are to support families with parenting skills and content that is up-to-date and will support families as they navigate relationships with the school system, community resources and challenges of raising a child. Family Engagement and/or Parenting courses appropriate for societal changes such as internet awareness, drugs, college entrance, teen dating, trauma informed parenting, kindergarten readiness, and cyber bullying etc. can be considered. Family Engagement and/or Parenting courses directly linked to the partnerships we strive for in schools such as understanding a child's test data, navigating parent/teacher conferences, financial literacy, and school transitions or readiness are all possible class topics.

Background

Albuquerque Public Schools' Title I department serves students and families who are living in poverty. One of the factors contributing to poverty is the lack of education including a high school equivalency or filling in the gaps of completing a high school education. Research provides evidence that adults, who have a higher degree of education, can speak two languages and have some community/school connections have more earning potential. We also know that research demonstrates that the more families are connected to the school community, learn about parenting or current trends in raising children the more equipped families are to raise responsible adults.

Title I, APS works to break the cycle of poverty and low literacy through family/community support with education and resources.

Program Goals

The goal of the successful awarded contract(s) under this solicitation shall be to help adult participants and thus our students and community. Participating adults can:

- 1.) Become literate in reading and numeracy, to obtain the knowledge and skills to connect with the school community, to future career or college goals, and for self-sufficiency.
- 2.) Attend High School Completion Pathways courses designed to assist adults in attaining a secondary school diploma or high school equivalent for placement in the workforce and/or college entrance.
 - a. Earn a High School Equivalency by attending courses specifically geared for teaching concepts using a proven curriculum, benchmarks and timelines to pass the high school equivalency test in English, Spanish or other language offered, if necessary to meet the needs of adult learners.
- 3.) Fill in the gaps in high school course work so that the adult can to apply for high school diploma. These courses could be computer-based, face-to-face, hybrid or packets of content that meet NMPED requirements.
- 4.) Engage in Family Engagement and/or Parenting courses to support families with parenting skills and knowledge that is up-to-date and will support families as they navigate relationships with the school system, community resources and challenges of rearing a child.

ASSESSMENT

- A. **Definition:** The wide variety of methods or tools that educators use to evaluate, measure, and document the academic readiness, learning progress, skill acquisition, or educational needs of students.

APS requirements are:

- A. A pre assessment at the beginning of each course and post assessment at the end of each course.
- B. Pre and post assessment data is to be submitted to APS in a spreadsheet format determined by APS. Data will be submitted to APS, Title I, 15 days after assessment is given in each course.

ADMINISTRATIVE COST

- A. Contractor expenses to manage the program and/or courses offered. These costs include, but are not limited to, advertising, program support/onsite coordination (Point of Contact person), provide program oversight and reporting, instructional materials and support, technology expenses, the management and reporting of data to APS.
- B. Student registration processes and services are considered administrative costs,
 - a. APS prefers that registration take place in multiple forms such as online, face-to-face and by phone.
 - b. APS prefers that registration take place outside of instructional time.
 - c. APS prefers student registration to be open throughout the course.
- C. Advertising for courses will be a collaboration between APS and the selected contractor(s).
 - a. APS will advertise courses on the APS website, within the schools and throughout the district.
 - b. APS will advertise with partners.
 - c. Contractors will advertise on their website, social media, within existing classes, and other specified venues and methods. Detail this in the RFP response.
- D. Instructional oversight is the responsibility of the contractor(s). Expenses of instructional oversight are considered an administrative expense. APS expects the quality of instruction, completion rate and attendance trend data be examined at least twice per course collaboratively with APS. Documents supporting instructional oversight specified in the RFP response will be submitted to APS upon completion of the documents, twice per course. These include examples and timelines of instructor evaluation processes, instructional program review, completion rate trends, and attendance.
- E. Staff and program support such as staff meetings, APS meetings, emails, reports, copies, paper, pens, textbooks, curriculum, office/instructional supplies may not be included in administrative costs and are the responsibility of the contractor.
- F. Instructional materials and student resources are the responsibility of the contractor. Students should have access to textbooks, student support resources and quality visuals during classroom instruction. Many Adult Basic Education students do not have financial resources to purchase books, organizational folders/binders or resources.

APS requirements are:

- A. Administrative costs incurred by the contractor outside of budget items listed clearly in their response to this RFP will be the sole responsibility of the contractor. Delineate in the RFP what the contractor will pay for and not pay for.
- B. APS expects the quality of instruction, completion rate and attendance trend data be examined at least twice per course collaboratively with APS. Documents supporting instructional oversight specified in the RFP response will be submitted to APS upon completion of the documents, twice per course. These include examples and timelines of instructor evaluation processes, instructional program review, completion rate trends, and attendance.

Course materials will not be provided by Title I, APS. Contractor(s) are expected to provide:

- A. Quality curriculum including student materials, literature to read at home, workbooks, handouts, notebooks, access to online materials during class sessions (as necessary), binders to keep their work organized and any other materials necessary for a quality curriculum to be in the adult learners hands.

- B. Copies of materials that support or enhance the content or curriculum
- C. Tangible resources to demonstrate concepts or provide hands on learning. For example, real fruit, good literature, pictures, calculators, photos, or anything else that helps adult students connect with learning.
- D. Pencils, pens, markers, crayons, paper, stapler, if students need to use them in class.
- E. Access to technology tools such a Chromebooks or the internet.
 - a. APS school technology department restricts computer access from non-APS personnel. Therefore “hot spots” or Chromebooks may be necessary to use if technology tools are integrated into the learning process during class times.
 - b. APS has some projectors for loan to contractors at the school, available upon request and as available.

ATTENDANCE

- A. Definition: The number of people attending a defined class on a given date and time as determined by the course syllabus.

APS requirements are:

- B. The site, course, dates, instructor name, student names, and times of the each course will be listed on each attendance sheet/report,
- C. APS reserves the right to cancel, combine or request to change the class location, instructor or content if course attendance is below five (5) students for 2-3 consecutive class sessions. Class session(s) will be paid up to the last full day of the class on a per class basis.
- D. Each time the student attends a complete (start to finish) class session will be recorded by sign in sheets and then aggregate numbers will be submitted with each invoice.
- E. Sign in sheets with student signatures of attendance will be checked during monitoring visits (APS and Contractor).
- F. If a class session is cancelled due to weather or school environmental issues (lock down, fire, etc.) the class must be made up at a later date and billed accordingly.

BENCHMARK

- A. Definition: Benchmarks are specific proficiency levels in terms that are concrete, measurable, and observable, and serve as checkpoints to monitor learners' progress toward meeting a standard.

APS requirements are:

- A. Contractors will clearly articulate the benchmarks for each course,
- B. Contractors are to discuss these benchmarks with students so the student can establish a goal and a plan for successful completion.

INVOICE

- A. Definition: A list of services agreed upon in this RFP and response that the contractor will delineate clearly each month on the 15th of the month for work performed the previous month.
- B. Invoices are based on classes documented as completed, sign in sheets collected, per the agreed dates and submitted monthly.
- C. Invoices, aggregate attendance and student sign in sheets will be submitted by the 15th day of each month beginning one month after services begin.

CLASS

- A.) Definition: a focused time for students to engage and learn, the class session teaches and addresses specified set(s) of instructional goals;
 - a. is intended for engaged, interactive instruction and learning;

- b. a session that has a lesson plan linked to standards and students' needs as determined by pretesting and ongoing formative assessment but the instructor;
- c. a previously agreed upon day of the week, time, and duration;

APS Requirements

- A.) a focused time targeting specified set of instructional goals;
- B.) is intended for engaged, interactive instruction and learning;
- C.) a session that has a lesson plan linked to standards, outcomes, student needs, data, and as specified by the monitoring tool included in this proposal.
- D.) Designated APS personnel will monitor all classes unannounced and regularly using measures they determine appropriate. Duration in the class will vary. APS monitoring forms will be the property of APS. A summary may be discussed, if necessary. Contractors may use this same form, if they wish, to monitor;
- E.) a previously agreed upon day of the week, time, and duration;
- F.) Make up classes are arranged with APS in the event of school activities, school/contractor holidays, snow days/delay.
 - a. If agreed upon and schedule classes are missed due to circumstances a make-up date is expected.
 - b. Payment will not be made for courses scheduled but not completed.

COURSE

- A. Definition: A unit of teaching with specific scope and sequence
 - a. Scope: The depth and breadth of the content to be taught at a level and the development of the content and benchmarks across levels.
 - Sequence: The order in which the content is taught for the best learning (building on past knowledge) within a level and across levels.
- B. A previously agreed upon set of weeks with a clear syllabus including dates of classes and a focus of instruction for each date;
- C. A course is led by one instructor;
- D. A course has a fixed roster of students attending for a predetermined amount of hours.

APS requirements are:

- a) A course description, syllabus, benchmarks and assessments are required for each course.

CURRICULUM

- A. Four basic components:
 - a. Goals: The benchmarks or expectations for teaching and learning outcomes, often made explicit in the form of a scope and sequence of skills to be addressed;
 - b. Methods: The specific instructional methods for the teacher, often described in a teacher's edition or lesson plan;
 - c. Materials: The media, textbooks, online resources, and tools used for teaching and learning; These materials are accessible to all students;
 - d. Assessment: The formative (frequent and informal) and summative (end of course) methods of measuring student progress.

APS requirements are:

- a. Contractor will list all curriculum plans and provide samples in the RFP;
- b. Contractor will demonstrate that they have curriculum in place prior to courses beginning,

- c. Samples can be provided in the Attachment section.

CURRICULUM FRAMEWORK

A. Definition: A basic structure what is taught in Adult Basic Education program. It does not contain lesson plans or scope and sequence charts, but it does describe the course by title, content area(s) and skills (or outcomes) allowing each program and teacher to design a curriculum that is relevant to the needs of his/her particular group of learners. Curriculum frameworks are to provide a guide to instruction.

APS requirements are:

- a. Contractor will provide a Curriculum Framework;
- b. Contractor will demonstrate that they have a curriculum framework in place three weeks prior to courses beginning,
- c. Samples can be provided in the Attachment section.

ELIGIBLE INDIVIDUAL is defined as:

- A. one who has attained 16 years of age;
- B. one who is not enrolled or required to be enrolled in secondary school under State law; and
- C. one who—
 - a. requires instruction in basic academic skills to meet personal and educational goals;
 - b. does not have a secondary school diploma or its recognized equivalent, and has not achieved an equivalent level of education;
 - c. an adult interested in furthering their career, parenting skills or high school pathway or
 - d. is a language learner.

LANGUAGE ACQUISITION PROGRAM

- A. Definition: a program of instruction—
 - (A) Which is designed to help eligible individuals who are language learners achieve competence in reading, writing, speaking, and comprehension of the target language; and
 - (B) That leads to—
- B. (i) attainment of a secondary school diploma or a recognized equivalent; and
 - (A) transition to postsecondary education and training; or
- C. (ii) employment.
- D. (iii) active engagement of parent or guardian in their child’s school community and daily life.

FAMILY LITERACY ACTIVITIES

- A. Definition: Activities that are of sufficient intensity and quality, to make sustainable improvements in the economic prospects for a family and that better enable parents or family members to support their children’s learning needs, and that integrate all the following:
 - a. Parent or family adult education and literacy activities that lead to readiness for postsecondary education or training, career advancement, and economic self-sufficiency.
 - b. Interactive literacy activities between parents or family members and their children.
 - c. Training for parents or family members regarding how to be the primary teacher for their children and full partners in the education of their children.

CONTRACTOR POINT OF CONTACT

- A. The contractor will determine ONE point of contact (POC) for their program. That POC will be the contact person for the Albuquerque Public Schools designated POC.

ALBUQUERQUE PUBLIC SCHOOLS POINT OF CONTACT

- A. APS will determine ONE point of contact (POC) that provides support, resources, communications, and oversight. That POC will be the contact person for the contractor's designated POC.

INSTRUCTOR

- A. A person assigned in consultation with APS Point of Contact (POC) to lead the instruction of a course.
- B. One course is assigned one instructor for the duration of the course prior to the beginning of the course,
- C. Instructor course and site assignments are approved by APS POC and can not be changed without consultation with APS POC. Changes made will be documented in writing.
- D. Instructor changes can be made by APS upon identification of a need for a change (ie- lack of enrollment, participant concerns, administrator request etc.) and in consultation with the contractor.

PROGRAM MONITORING is defined as

- A. A systematic review of the adult basic education program including, but not limited to,
 - a. class instruction, deliver and content,
 - b. attendance rate and drop out rate,
 - c. participant perspectives
 - d. program staff perspectives
- B. A face to face and digital review regularly of program and content delivery and effectiveness.
- C. APS has the responsibility and right to perform program evaluation, course(s) monitoring and fiscal auditing on an as needed basis using whatever methods and tools APS deems appropriate. May include but not limited to:
 - a. additional documentation, data and review outside of the required timelines,
 - b. surveys and site visits.
- D. APS expects that quality of instruction, completion rate and attendance rate be examined at least twice per course. Documents will be submitted to APS upon completion.

REGISTRATION is defined as

- A. Defintion: A period of time prior to a student attending classes to enroll student in the course. Information gathered may include name, contact information, goals, APS school that their child/grandchildren attend (if applicable) and emergency contact information;
- B. The process must not be cumbersome or invasive.
- C. Is part of the administrative cost of the grant and not billable.

REGULATIONS

- A. Definition: Rules and regulations that govern and influence the administration of programs receiving grant funds. Important information to note regarding regulations includes:
- B. Contractor must adhere to not only the information set forth in this document but with all of the rules and regulations applicable to the grant funding.
- C. Guidelines and regulations from the NMPED, Albuquerque Public Schools, auditing organizations, program evaluators, and Federal change often. It is the responsibility of the contractor to be aware that these changes may take place and be willing to change program details and processes as soon as informed of these changes by APS.

Background Checks and Licensing of Staff

Background checks including fingerprinting is required of all staff providing services. This includes any program personnel regularly visiting or observing programs. Records proving successful background checks are required prior to the contractor staff working within this contract. Contractor will provide proof of successful background checks for their staff.

Classes are to be taught by New Mexico certified teachers. Records proving licensure are required prior to the contractor staff working within this contract. Contractor will provide proof of licensure for their staff. Contractor will provide background check results and licensure information in a database/spreadsheet using a format determined by APS.

ELIGIBLE CONTRACTOR:

Any organization that has demonstrated effectiveness or a desire to provide adult education courses is eligible to apply

- (A) a community-based organization or faith-based organization;;
- (B) a volunteer literacy organization;
- (C) an institution of higher education;
- (D) a public or private non-profit;
- (E) a library;
- (F) a non-profit institution that is not described in any of subparagraphs (A) through (F) and has the ability to provide adult education and literacy activities to eligible individuals;
- (G) a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described in any of the subparagraphs (A) through (F); and
- (H) a partnership between an employer and an entity described in any of paragraphs (A) through (G).

Considerations

Considerations in choosing providers for Adult Education Program include:

- (1) The degree to which the eligible provider will be responsive to
 - i. zone needs as identified yearly by APS in collaboration with contractor; and
 - ii. reaching out and serving individuals and schools in the community;
 - (i) who have low levels of literacy;
 - (ii) are not currently active in the school community or
 - (iii) who are language learners;
- (2) Past effectiveness of an eligible provider in improving the literacy of adult individuals, career and financial outlook or connections to their child's school team as evidenced by RFP data provided.
- (3) Extent to which the eligible provider documents alignment between proposed activities, budget requests, quality instructional strategies, community outreach, and program oversight.
- (4) Documentation that the eligible provider's program--
 - i. is of sufficient intensity and quality, and based on the most rigorous research available so that participants achieve substantial learning gains; and
 - ii. uses instructional practices that include the essential components of quality instruction;
- (5) Documentation that the eligible provider's reading, writing, speaking, mathematics, and/or language acquisition instruction and activities are based on the best practices derived from the most rigorous research available, including scientifically valid research and effective educational practice;
- (6) Documentation that the eligible provider's activities demonstrate effective use of creativity, technology, services and delivery systems, such as distance education, in a manner sufficient to increase the amount and quality of learning;
- (7) whether the eligible provider's activities provide a quality plan for learning and meeting student goals and progressing in making school connections, so that the individual acquires the skills needed to: transition to and complete postsecondary education and training programs; obtain and

advance in employment leading to economic self-sufficiency; develop positive relationships with the school community to support their child in the K-12 school process; and exercise the rights and responsibilities of citizenship;

- (8) Documentation that the eligible provider's activities are delivered by instructors, counselors, and administrators who meet at least minimum qualifications, are monitored accordingly, and who have access to high quality professional development;
- (9) Documentation that the eligible provider coordinates with other available education, training, and social service resources in the community, by establishing strong links with elementary schools and secondary schools, postsecondary educational institutions, institutions of higher education, parent organizations, one-stop centers, job training programs, and social service agencies, business, industry, community-based organizations, and intermediaries to support families.
- (10) Documentation that the eligible provider's proposals offers flexible schedules, open and flexible enrollment, and a family centered approach to collaboration that supports APS zone services (such as child care, transportation, mental health services, community school partnerships, and career planning) that are necessary to enable individuals, including individuals with disabilities or other special needs, to attend and complete programs;
- (11) Documentation that the eligible provider maintains a high-quality information management system that has the capacity to store and report: measurable participant outcomes; results of observational measures/tools; and any additional program performance measures/tools.

EVALUATION CRITERIA

EVALUATION CRITERIA

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

Description	Points Possible
Section 1: Letter of Transmittal and all requirements therein	5
Section 2: Budget Spreadsheet and Invoicing Processes A complete budget is included which includes: Any additional costs and exactly what those costs are and how they relate to this RFP How billing will be invoiced is clear (monthly, proof of attendance, pre/post scores, by class etc) A complete budget spreadsheet includes: A. Total Proposed Amount Requested per course, per clear timeframe B. Course Name(s), Number of Hours per course, C. Cost per class delineated to show how many classes within a course D. How many courses per semester or year? Timeframe is defined and clear E. Any additional costs and exactly what those costs are for and how they relate to this RFP. Delineate in the RFP response what the contractor will pay for and not pay for. F. Billing process is defined and clear. (monthly, proof of attendance, pre/post scores, by class etc) G. How will courses be invoiced? (monthly, by class etc.) Required components are met as stated in the RFP.	15
Section 3: Curriculum and Course(s) Description(s) A. Name of each course, Course Description, Course goals, Suggested Schedule, benchmarks, and assessment(s) B. Which category does this course apply (I, II, III)? C. Assessment(s) proposed and reporting process to APS D. Proposed student audience- who can come and why? E. Proposed course syllabus with timeline and hours required for course completion F. Proposed course materials and/or textbooks provided by contractor G. Timeline is flexible, Enrollment dates are flexible. H. Course delivery, monitoring is defined. Required components are met as stated in the RFP.	25
Section 4: Experience and References A. Overview of current and prior experience in work comparable to the scope of services proposed in this request for proposal. B. Include proposed job descriptions and resumes/vitas of all key program staff. C. Include a list of at least three (3) client references, names, and telephone numbers of clients for which these services have been performed, currently or in the recent past. Please do not include APS personnel. D. Explain how your services align to the APS adult student and community needs. Required components are met as stated in the RFP.	5

<p>Section 5: Access and Alignment</p> <ul style="list-style-type: none"> A. Contractor demonstrated how the services will be made accessible to the audience and community needs. How will the contractor build relationships within the schools and with the APS Title I department? B. Within APS schools technology is limited at best. How might the contractor overcome that barrier? C. The contractor recruits participants and collaborates with APS to support parent and community learning as it relates to schools. The contractor is willing to work with the identified needs of the district, school, district or community to offer classes that are relevant to their unique communities and connect families to schools. D. The contractor shows evidence that they have a plan and a process to work with each student to identify their needs, goals, education plan and future success. <p>Required components are met as stated in the RFP.</p>	20
<p>Section 6: Collaboration</p> <ul style="list-style-type: none"> A. Contractor demonstrated how they are willing to align their services to APS changing goals and mandates, student needs and community input. B. Contractor demonstrates their willingness to collaborate with advertising, enrollment enhancement, and APS policies and procedures. C. Contractor brings creative solutions and a unique perspective to the work and work plan. <p>Required components are met as stated in the RFP.</p>	15
<p>Section 7: Assessment</p> <ul style="list-style-type: none"> A. Contractor clearly defines the assessments they will use for each course. Proposed assessments and other documentation adequately measures program quality, delivery, success rate, and services. B. If proposed assessments are not standardized adequate description and informaton was provided to support the appropriateness of its use. C. Timelines, reporting tools and processes are clearly explained. There is a commitment from the contractor to work with APS on changing deadlines, board requests, data format changes and program review materials as necessary. D. Instruction oversight is clearly detailed with examples and timelines of instructor evaluation processes, instructional program review, completion rate trends, and attendance. E. Example(s) of Pre/Post Test Reporting that clearly demonstrate success rates and timelines of submission to APS. <p>Required components are met as stated in the RFP.</p>	15
TOTAL	100

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the Buyer.

SUBMITTAL REQUIREMENTS

(For ease of evaluation, Proposals should be formatted in the order as listed below)

The Offeror is particularly encouraged to address all points that will be evaluated as described herein in each point of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

Offeror shall submit one (1) original proposal clearly marked **ORIGINAL**, six (6) identical copies clearly marked **COPY** and one (1) identical electronic copy (flash drive labeled with your company name and RFP number). Email and fax copies are **NOT** an acceptable form of an electronic copy.

PROPOSAL – DETAILED REQUIREMENTS

1. Proposal Format

Proposals shall be submitted in a three-ring binder. Page format shall be 8-1/2" x 11" with foldout sheets (if any) allowed up to 11" x 17" in size. Foldout pages shall be counted as two pages **and shall be numbered as such**. Text will be no smaller than 10 point.

Proposals shall not exceed 80 pages total for all of the tabbed sections listed below excluding Tab 1 and 8. Each sheet face that is printed with text or graphics counts as one page. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles; Front and Back cover do not count towards page count.

Tab 1 – Letter of Submittal

Tab 2 – Budget Spreadsheet and Invoicing Processes

Tab 3 – Curriculum and Course Description

Tab 4 – Experience and References

Tab 5 – Access and Alignment

Tab 6 – Collaboration

Tab 7– Assessment

Tab 8- Required Forms

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

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 one (1) above, I accept the Terms and Conditions governing the Procurement.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



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

COMPLIANCE

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your proposal or your proposal may be rejected.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The Prospective Contractor must disclose whether they, a family member or a representative of the Prospective Contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the Prospective Contractor, a family member or a representative of the Prospective Contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a Prospective Contractor, a family member of the prospective Contractor, or a representative of the Prospective Contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a Prospective Contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

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) Offeror Business Name



CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced bids/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.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree? **YES Initials of Authorized Representative of 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 Purchasing 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 , NON-COLLUSION 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.**

SIGN HERE Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____

ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS 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 Attachments of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS 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 APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS 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

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

- Letter of transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Price Proposal
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate – if applicable
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

- The following RFP information must be clearly labeled on the **outer envelope of your sealed proposal.**
Please note: If you put your sealed proposal inside a FedEx, UPS, etc. envelope, all of this information must also be written and visible on the outermost envelope of your sealed proposal:
 - Offeror's Business Name** (not an individual's name)
 - RFP Number & Title
 - RFP Due Date & Time
 - Proper Delivery Address (see cover page)

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