



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 18-067DW-KN

RFP TITLE: Evaporative Cooler Services

RFP Schedule

Action	Date & Time
RFP Issued	06/8/2018
Pre-proposal Meeting	06/18/2018 @ 10:00am (local time)
Pre-proposal Location	Lincoln Complex - Conference Room 915 Locust St. SE Albuquerque, NM 87106
Deadline for Questions	06/26/2018 @ 5:00pm (local time)
RFP Due Date and Time	07/10/2018 @ 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	Daniel Dominguez
Phone Number	505/878-6119
E-Mail	Daniel.Dominguez@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP Submittal Location

Physical Address (NO 1st CLASS OR PRIORITY USPS MAIL) (*For walk-in delivery or carrier service (UPS, FedEx, etc.)) Albuquerque Public Schools Attention: Procurement Dept. 6400 Uptown Blvd NE Suite 500 E Albuquerque, NM 87110	US Postal Mail Address (allow 10 extra days for delivery) Albuquerque Public Schools Attention: Procurement Dept. City Center Suite 500 E PO Box 25704 Albuquerque, NM 87125-0704
The outermost envelope of your proposal shall be clearly labeled with the following: Proposers' business name, RFP number and RFP title, and opening date & time. Please note: if you put your sealed bid inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well. *Please note: APS does not have a mailbox on site. For US Postal Mail, we can only accept delivery at our P.O. Box. If you send a US Postal Mail package or letter to the Physical Address, it will not reach our office.	

RFP Term

Per §13-1-154.1 NMSA 1978, one (1) year contract, plus additional one-year extensions, not to exceed a total of three (3) years. Total contract amount not to exceed ten million dollars (\$10,000,000) over the three year period and any one purchase order under the contract may not exceed one million dollars (\$1,000,000).

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PROPOSER'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.

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 his proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.

Offerors should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP. Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

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 district departments or employees. Any contact with a district department or employee may automatically result in a rejection of any proposal. Any other communication will be considered 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 the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

Any contact during this RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.

2. **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.
3. **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. 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.

Proposer shall submit one (1) original proposal, six (6) identical copies and one (1) identical electronic copy. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

No Addendum will be issued later than SEVEN (7) 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.

4. **CORRECTIONS.** Corrections shall be initialed in ink by the person 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.

The District reserves the right to add to or delete from the Scope of Work set forth in this RFP.

5. **PRICE IS ALL INCLUSIVE.** The proposal price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the RFP.

All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Offeror.

6. **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.
7. **RFP PRICING DURATION.** Responses, including proposal prices, will be considered firm for one-hundred twenty (120) days after the due date of the proposals.
8. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications 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.

The District reserves the right in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose non conformity is waived.

9. **PREFERENCES.** Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.
10. **TIMELY SUBMISSIONS.** Proposals must be submitted by the due date and time. Albuquerque Public Schools does not accept proposals electronically, by fax, or email, as a hardcopy with original signature must be submitted.

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

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 of traffic, weather, finding 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 company is late. It is recommended to send your bid early.

11. **RFP CANCELLATION OR REJECTION.** 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.

The District reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

12. **RFP OPENING.** Submitted proposals shall not be publicly opened.

Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidders submitted responsive bids with resulting agreements most advantageous and in the best interest of the District.

The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.

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 NMSA 1978 13-1-83 and 13-1-85.

13. **NEGOTIATIONS.** The District reserves the right to discontinue negotiations with any selected Offeror.

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 RFP. Awarded in this context means the final required District signature on the contract(s) resulting from the procurement has been obtained.

14. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

15. **AFTER AWARD.** 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.

This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.

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, 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.

16. **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 formal approval by the Board of Education and a contract document has been signed by both parties.

“Contract” shall mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean the successful bidder

“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.

“Design Professional” shall mean architect or engineer.

“Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” shall mean a body of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

“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.

“Offeror”, “Bidder”, or “Proposer” is any person, corporation, or partnership who chooses to submit a bid.

“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 a Bidder 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 bid.

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

TERMS AND CONDITIONS

1. **TERM:** APS reserves to 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. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason 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:** The District's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **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 the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.
 - B. Termination by the District
 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, the District 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 the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District 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.

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

10. **INSURANCE (If Applicable):** The successful proposer 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	\$2,000,000
General Aggregate - \$1,000,000	
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:** The District 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 District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
13. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
14. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers 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 proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools
15. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District 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 the District.
17. **NON-DISCLOSURE:** The proposer 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 (District'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 non-conforming goods substantially impair the value of the goods.

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

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 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). 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 (13-1-173 NMSA 1978).
3. The Purchasing Agent or his 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 (13-1-174 NMSA 1978).
4. The Purchasing Agent or his 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 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 19

SCOPE OF WORK

OVERVIEW

The Albuquerque Public Schools (APS) operates one hundred and forty-four (144) schools serving approximately 84,000 students within the boundaries of Bernalillo County NM.

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 Proposer(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.

SCOPE OF WORK

Albuquerque Public Schools (APS) is requesting competitive sealed proposals to establish contract(s) for servicing of evaporative coolers utilizing semi- skilled labor. This contract does not require a NMDWS Wage Rate. Contractor must be able to mobilize crews and operate anywhere within the District. APS maintains at least 13,000 evaporative coolers of all makes and models, ranging in size from 2,000 - 20,000 CFM.

Peak periods for this particular service are March/April through October/November in preparation for seasonal changes. The need to make the work environments comfortable for classes and various events or work activities in the buildings is essential. The contractor's response time and thoroughness in performing the work are critical.

APS will determine which site(s) need service. APS will provide notification of site(s) to contractor. Contractor shall physically visit the area with an authorized APS representative and prepare a job estimate to be submitted within 48 hours of visit. The estimate shall be completed by the Contractor, itemizing the applicable bid pricing and proper extensions. APS will review the estimate and approve the work or request clarification/negotiate discrepancies as necessary.

Work must be within one working day 24 hours after final approval, or by the next regular workday if approved immediately prior to a weekend. Contractor agrees to have emergency service available for after hours or weekends (which may be billed at the applicable Emergency/After Hours Rate).

Mechanical Manager or his designee(s) may also, at their discretion, authorize such work if regular service hours will disrupt activities or for some reason a site must be serviced to meet a particular need. Note that APS does not pay for time to develop estimates. Contractor must include those costs in his overhead calculations. With or without prior notification, APS designee may inspect all maintenance and repair work.

Primary user of the contract will be Mechanical Maintenance Manager at APS Maintenance and Operations, or his designee(s). APS will coordinate any required access to any site(s) and may visit any job in progress at its own discretion.

Contractor will provide all manpower, tools and equipment to effectively hook up and shut down of main and branch waterlines to evaporative coolers. After hook up of water lines, Contractor shall inspect for any broken or leaking water lines and report to the Mechanical Manager or Designee. If a contractor finds a few broken water lines or fittings, Contractor can start repairs immediately. If there are large areas of piping that have breaks the Mechanical Manager or Designee should be contacted immediately before further work is to continue. Any repair that totals over \$150.00 in repairs requires approval from the Mechanical Manager or Designee before continuing with the job.

After shut down and draining of water lines, Contractor will be required to reattach lines so that the water may be turned on at the beginning of the next season without freeze damage or overflowing pumps.

Contractor will be required to replace Aspen pads or CELdek media as necessary at the time of service. Aspen pads and CELdek media piping will be furnished by APS.

Contractor shall notify the Mechanical Manager or his designee if repairs to motors, bearings, shafts or ducting are needed. Similarly, any obvious damage, worn parts, vandalism, or other unusual problems as well as equipment obsolescence, costly repair situations, and/or relocations needs must be immediately reported to the Mechanical Manager or his designee. Replacement, if deemed necessary will become the responsibility of APS. The scope of this contract does not include installation of new coolers.

Licensing Requirements: The Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the proposal, provide copies of all of the Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need to be provided only if requested of the Owner.

Contract and General Conditions: Offerors who are awarded work under this RFP will be required to enter into the most current edition of the APS Agreement between Owner and Contractor and accept the General Conditions of the Contract for Construction before beginning the first job under this contract. All work will be authorized through separate purchase orders which will detail the scope of work and compensation.

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

Subcontractors: The Subcontractors Fair Practices Act applies to this procurement. Therefore, any request for substitution on the part of the Owner or the Offeror shall comply with this section. Since the award is made on a qualifications-based evaluation process, replacement of subcontractors after award and prior to contract execution may cause the Offeror to be disqualified.

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

Guarantee: The contractor shall warrant workmanship to be free from defects and rectify any faulty repairs for a twelve (12) month period after final acceptance by APS, at Contractor's expense. This excludes normal maintenance and daily servicing of equipment which is the owner's responsibility.

Safety: The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.

Workmanship: All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work.

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

Protection of the Work: The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.

Clean-up Following Completed Work: All materials, associated debris, and surrounding areas must be cleaned prior to acceptance of performed work.

Specifications Deviation: General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications or the more stringent shall rule. On any job where there is doubt as to the process of installation to be used, the final decision will be made by the APS Project Manager, or designee.

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

MATERIALS

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

Procurement of Other Materials: APS reserves the right to procure any materials through normal procurement channels and to furnish such materials to contractor for installation. Materials, so procured shall not be marked up by the contractor in any manner.

Installation shall be in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the contractor shall report such conflicts to APS. Changes shall be made as mutually agreed or necessary.

APS M&O will provide most of the materials needed for this scope of work, including pads, filters, floats, valves, galvanized pipe, copper tubing, poly tubing and fittings (copper, galvanized, poly and brass).

Contractor should consider M&O their first source of supplies. However, contractor must also be prepared to supply any and all materials required to complete each job, whether or not provided by APS M&O. It is assumed that the Contractor will carry ferrules, small fittings, angle valves, and similar small parts to the job site as part of a basic tool kit.

Parts may be furnished for the job by the Contractor only if APS does not have items on hand for the job. When invoicing for miscellaneous parts, the invoice must itemize all individual parts included in the work. Lump sum invoicing will not be accepted. Contractor must be prepared to substantiate the charges of items, if requested by APS. All rental equipment that may be needed for a job should be a pass thru expense to APS and no fixed fee can be assigned to the cost of the equipment. (See Fixed Fee form on page 29 for more information.)

EVALUATION CRITERIA

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal 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. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

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

	Possible Points	Points This RFP
VOLUME II – TECHNICAL PROPOSAL		
Past Performance	20	
Project Staffing	20	
Management Plan	25	
Health & Safety	10	
VOLUME I – PRICING PROPOSAL		
Total Points	100	
Interviews (if held)	50	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	10	
Total Possible Awarded Points	100-160	

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

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.

Proposal shall include:

Volume 1: Price Proposal

Volume 2: Technical Proposal

PRICE PROPOSAL – VOLUME 1 - DETAILED REQUIREMENTS

ITEM 1 - PRICE PROPOSAL FORM:

1. Price Proposals shall be presented in the form provided herein.
2. The proposal, bearing original signatures, must be typed or hand-written in ink on the Price Proposal Form.
3. Proposal price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
4. In submitting this proposal, each Offeror must satisfy all terms and conditions of the Proposal Documents. All work covered by this Request for Proposals shall be in accordance with applicable state laws and, if price proposal amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price proposal amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
5. Before submitting a proposal, each Offeror shall carefully examine the RFP; and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified APS Representative and the necessary changes shall be accomplished by addendum.

ITEM 2 – NOTARIZED DECLARATION LETTER FROM SURETY:

The Offeror will provide, with the price proposal, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Offeror's ability to obtain a Performance Bond, and a Labor and Materials Payment Bond in an amount not less than 100% of the price proposal.

ITEM 3 - CERTIFICATE OF INSURANCE:

Offeror shall provide a Certificate of Insurance that meets the requirements listed in Project Manual

ITEM 4 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:

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

1. To receive a resident business preference, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
2. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
3. To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
4. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
5. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
6. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

ITEM 5 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

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

ITEM 6 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

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

ITEM 7 – CONTRACTOR’S STATE OF NM W-9 FORM:

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

ITEM 8 – OFFEROR’S CONTRACTOR’S LICENSE(S)

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

TECHNICAL PROPOSAL – VOLUME 2 - DETAILED REQUIREMENTS

1. Technical Proposal Format

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

Proposals shall not exceed 50 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page. Tab 2 and corresponding attachments, table of contents, and tab 6 are not to be counted towards the 50 page maximum total. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles:

Tab 1 – Letter of Submittal

Tab 2 – General Contractor’s Statement of Qualifications & Attachments

Tab 3 – Past Performance

Tab 4 – Project Staffing

Tab 5 – Management Plan

Tab 6 – Health and Safety

Any response that exceeds the referenced page limitation shall have a deduction of 20 points taken from each evaluation committee member’s Technical Proposal score. If there are any questions regarding format requirements, please contact the APS Procurement Contact prior to submission of Documents.

2. Tabs/Evaluation Categories:

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 6, as shown below. Pages within each Tab shall be numbered consecutively.

TAB 1 - LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter.

TAB 2 – GENERAL CONTRACTOR STATEMENT OF QUALIFICATIONS & ATTACHMENTS

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

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

TAB 3 – PAST PERFORMANCE

Provide the following information:

- a. Past performance summary and past capability to meet schedules, meet budgets and meet project administration requirements for comparable projects.

Specifically, in the last five projects you have completed for APS, please answer the following: (If you have not done five projects for APS, please complete the list with the last five projects you have completed for any school district or institutional client in New Mexico.)

1. Was the project completed early? If yes, how was that accomplished?
 2. Was the project completed late? If yes, how many days and why?
 3. How many days after Substantial Completion were required to complete the punch list items?
 4. Were you or your subcontractors called back to the job for any reason during the warranty period? After the warranty period?
 5. Were there any outstanding issues remaining after the warranty inspection?
 6. Did your firm refuse to do additional work requested by the owner? If yes, why?
 7. What was your company's process for vetting the pricing from your subcontractors and suppliers on change orders in order to ensure fair pricing to the owner?
 8. What was the dollar threshold below which your firm absorbed additional cost changes in order to avoid disproportionate administrative costs for all parties? Give examples of the changes on this project for which your firm absorbed the costs?
- b. Describe the role of each teaming partner on the contract.
 - c. Evidence of past performance quality and overall customer satisfaction.
 - d. Record of compliance with applicable laws and regulations on past projects.
 - e. Past record of achievement of health and safety targets.

Offerors are cautioned that the Evaluation Committee will use data provided by teaming partners as well as data obtained from other sources in the evaluation of past performance.

TAB 4 – PROJECT STAFFING

Provide the following information:

- a. Brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.
- b. Address the extent to which key personnel have worked together as a team on projects of similar or greater magnitude and on projects of the same nature. To this end, provide a matrix that lists key staff members' names across the top of the matrix and lists past projects down the side of the matrix. The project list should begin with all of the projects that appear in Item 3.a. of the General Contractor's Statement of Qualifications. The project list may also include up to five more projects that demonstrate how the key personnel have worked together as a team. At each intersection within the field of the matrix, list the role that the person filled on that particular project (such as Project Manager, Site Superintendent, Safety Manager, QA/QC Manager, Estimator, etc).
- c. Describe Contractor's participation in skill training.
- d. Address reliable staffing sources/project staffing.

TAB 5 – MANAGEMENT PLAN

Provide the following information:

- a. Management Team: provide an organization chart of the Management Team.
- b. Describe how the construction will be organized, managed, and administered to meet the project requirements, including security and safety controls, with the using agency.
- c. Describe the technical approach to project that is intended to ensure that tasks are executed within cost, schedule, and quality goals.

TAB 6 – HEALTH AND SAFETY

Provide the following information:

- a. Provide a summary description of the General Contractor's Health and Safety management system. (One copy only of the full General Contractor's written Safety Plan is required as Attachment F of the General Contractor Statement of Qualifications).
- b. Identify the competent person responsible for, and capable of, implementing the safety and health program/plan.
- c. Address project specific health and safety risks that have been identified by the RFP and additional risks that the Offeror's team has identified. Describe processes to minimize risk and to ensure that health and safety issues are clearly communicated with the contractors, subs, and the owner.

Detailed Scoring Guidelines for "Health and Safety" criterion:

a.1 Summary Description of Health and Safety Plan	0.5
a.2 One Full Copy of Written Safety Plan	0.5
b. Competent Person Responsible/Capable of Implementing	0.5
c.1 Project Specific Health/Safety Risks	2.0
c.2 Describe Processes to Clearly Communicate Health/Safety Issues	0.5

Statement of Qualifications for General Contractors

a. Written Safety Program Compliant; Provide One Copy	1.5
b. List of Key Safety Personnel/Safety Manager for This Project	0.5
c. Experience Modification Rate Past 5 Years (Equal to, or Better Than Average)	1.4
d. Recordable Incident Rate for Past Calendar Year OSHA 300 Log	1.4
e. Free of Committing Serious/Willful Violations of Federal/State Safety Laws	1.2
Total Possible Points	10.0

IMPORTANT NOTE ON THE TECHNICAL PROPOSAL'S CONTENTS

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

The intention of Tabs 4, 5, and 6 of the Technical Proposal is to provide a place for the proposer to make a concise presentation of the strengths of the proposed team in the exact categories that the committee will be scoring, unencumbered by the format of the Statement of Qualifications Forms. If the proposer so chooses, other sections of the Technical Proposal may be referenced within these Tabs, without wholly duplicating that information. Also, information presented elsewhere may be summarized or condensed within these Tab sections to make the proposer's presentation more clear.

PROPOSAL 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.**

Ensure the following RFP information is clearly labeled on the **very outer envelope (please note: if you put your sealed proposal inside of a FedEx, UPS, etc. envelope, all of this information must be written on that outer envelope as well)** of your sealed proposal: **Offeror's Business Name, RFP Number & Title: 18-067DW-KN Evaporative Cooler Services, Opening Date & Time: 07/10/2018 3:00 PM MST, Proper Delivery Address (see cover page).**

Your response shall not exceed fifty (50) single sided pages. The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

SUBMISSION OF PRICE PROPOSALS – VOLUME 1

By the date and time of Submission of Price Proposals, Offeror shall submit one (1) original copy and one (1) identical electronic copy each of the following documents:

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

- Item 1 **Price Proposal Form** (including the information listed immediately below)
 - NM State License Number & Classifications
 - Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number
 - NM DOL (Workforce Solutions) Certificate Number
 - Contractor's New Mexico Gross Receipts Tax Number
 - Contractor's Federal Employee Identification Number
 - Acknowledgment of Receipt of Addenda (If applicable)
 - Price
 - Signature and Corporate Seal (if applicable)
- Item 2 **Notarized Declaration Letter from Surety**
- Item 3 **Certificate of Insurance**
- Item 4 **Resident Contractor (or Veteran Resident Contractor) Preference Certificate**
- Item 5 **Campaign Contribution Disclosure Form**
- Item 6 **Conflict of Interest and Debarment/Suspension Certification Form**
- Item 7 **Contractor's State of NM W-9 Form**
- Item 8 **Offeror's Contractor's License(s)**

SUBMISSION OF TECHNICAL PROPOSALS – VOLUME 2

By the date and time of Submission of Technical Proposals, Offeror shall submit one (1) original, one (1) identical electronic copy, and six (6) identical printed copies of the Technical Proposal, each to include the following documents:

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

After award of a contract, all Offerors of record may make arrangements with the District to have their proposal copies returned or picked up. The District shall not be responsible for any shipping or mailing costs to return proposals. If Offeror does not request the return of proposals within a reasonable period of time, the District will shred and destroy them.

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.)

VOLUME I - PRICE PROPOSAL FORM

OFFEROR'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

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

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

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

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for general contractor services on demand for small projects.

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

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

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

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

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

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Fax: _____ Email: _____

Affix Corporate Seal if proposal is by Corporation)

PRICING

Offeror Business Name: _____

Item 1:

Servicing any size cooler, *including* changing pads/CELdek: clean cooler, oil bearings, check floats, repair tubing, hookup water, startup system, walk through upon completion, and service calls utilizing Semi-Skilled Labor.

Unit Price per Cooler: \$ _____

Item 2:

Servicing any size cooler, *excluding* changing pads/CELdek: clean cooler, oil bearings, check floats, repair pipe, hookup water, startup system, walk through upon completion, and service calls utilizing Semi-Skilled Labor.

Hourly Rate: \$ _____

Item 3:

Emergency Service Rate - For weekend or after hours repair and service utilizing Semi-Skilled Labor.

Hourly Rate: \$ _____

FIXED FEE

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the **use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.**
 Contractor/Successful Offeror shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administration fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost.

Dollar Amount Estimated on Subcontractor Costs				Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	\$1.00	-	\$10,000.00	\$
2	\$10,001.00	-	\$25,000.00	\$
3	\$25,001.00	-	\$50,000.00	\$
4	\$50,001.00	-	\$75,000.00	\$
5	\$75,001.00	-	\$100,000.00	\$
6	\$100,001.00	-	\$150,000.00	\$
7	\$150,001.00	-	\$200,000.00	\$
8	\$200,001.00	-	\$250,000.00	\$
9	\$250,001.00	-	\$500,000.00	\$
10	\$500,001.00	-	\$750,000.00	\$

TOTAL FIXED FEE TOTAL FOR ITEMS 1-10 - \$ _____

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

PRICING SUMMARY FOR SCORING COMPUTATION

SUBTOTAL A = ITEM 1 + ITEM 2 + ITEM 3

= \$ _____

SUBTOTAL B = TOTAL FOR FIXED FEE CALCULATION

= \$ _____

GRAND TOTAL =

SUBTOTAL A + SUBTOTAL B

\$ _____

NOTE: SCORING FOR PRICING SHALL BE COMPUTED UTILIZING THE GRAND TOTAL FIGURE.

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

Specialized Equipment: Because the nature of the contract may involve use of additional equipment/parts or minor subcontracted work outside the general scope of the contract, but necessary for a complete job, the contractor is required to establish the pricing which will apply. Identify the charges that will apply for all items, indicate pass-through contractor's cost, discount from list, no charge, cost plus or an hourly rate as may be applicable. If an item is not priced, it will be assumed to be included in the contractor's overhead. Listed equipment shall not exceed prevailing rates for rental equipment. Equipment will be added or deleted at the time of contract renewal or upon request by the district. (Note that small tools, tape, miscellaneous screws and similar small items are to be in the contractor's overhead.)

STATEMENT OF SPECIALIZED EQUIPMENT

EQUIPMENT	HOURLY	DAILY	WEEKLY	MONTHLY

VOLUME II – TECHNICAL PROPOSAL

GENERAL CONTRACTOR STATEMENT OF QUALIFICATIONS

Project Name: _____

1. OFFEROR INFORMATION

Name: _____

Address: _____

Principal Office: _____

Corporation Partnership Sole Proprietorship Joint Venture

Other _____

a. How many years has your organization been in business? _____

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

c. Under what other or former names has your organization operated?

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

b. License Classification: _____

c. License Number: _____

d. Issue Date: _____ Expiration Date: _____

e. Is the contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

Yes - free of suspension or revocation

No – Attached explanation

f. Does your firm hold all applicable Business licenses required by State of New Mexico?

License Number: _____ Jurisdiction: _____

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

_____ (Name)

Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

_____ (Name)

Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____

Fill in name of license holder, exactly as it appears on file with jurisdictional authorities:

_____ (Name)

Issue Date: _____ Expiration Date: _____

g. Is your firm free from formal debarment from public works, federal, state or local public works jurisdictions?

Yes

No (Attach explanation)

3. EXPERIENCE

a. Has your firm completed activities as identified in the pricing section of this request for proposal? Complete **Attachment A** for five (5) maximum projects listed:

Yes

Number of Projects: _____

No

Project 1 Name: _____

Project 2 Name: _____

Project 3 Name: _____

Project 4 Name: _____

Project 5 Name: _____

b. State the average annual amount of construction work performed during the past five years:
\$ _____

- c. Also, on **Attachment A**, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent of completion, and scheduled completion date.
- d. List the categories of work that your organization normally performs with its own forces.

4. **KEY PERSONNEL EXPERIENCE**

Please note that more consideration will be given to those meeting or exceeding the required qualifications below:

- a. Does your assigned **Project Manager** have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years of experience in the construction industry?

Yes Number of Years: _____ No

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

Yes Number of Projects _____ No

- (3) Experience as a Project Manager on one (1) or more performing the various services referenced in the pricing section?

Yes Number of Projects _____ No

- b. Does your assigned **Project Foreman/Superintendent** have the following minimum qualifications and experience? (Attach Resume at **Attachment B**)

(1) At least ten (10) years of experience in the construction industry?

Yes Number of Years: _____ No

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

Yes Number of Projects _____ No

(3) Experience as a Project Foreman/Superintendent for various categories of work referenced in the Pricing section

Yes Number of Projects _____ No

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

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

Yes Number of Years: _____ No

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

Yes Number of Projects _____ No

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

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

Yes Number of Years: _____ No

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

Yes Number of Projects _____ No
_____ Years with your firm: _____

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

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

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

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

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources: Total number of current employees: Project Managers _____
Estimators _____
Superintendents _____
Foremen _____
Tradesmen _____
Administration _____
Other _____

b. Does your firm have the immediate capacity to perform the work required for this RFP:
 Yes No

c. Please list current projects currently under contract with scheduled completion dates (**Attachment D**)

See Attachment D None

6. SURETY

a. Firm's current surety company:

Will this surety be used for the construction contract for this project:?

Yes No (attach explanation)

Contact Agent Name: _____ Telephone: _____

Years utilizing this surety: _____ Maximum Capacity: _____

Aggregate Total of current surety in force: _____

b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

Yes No (attach explanation)

a. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

Yes No (attach explanation)

c. Has your firm used other surety companies since 2001? Yes (list) No

Surety Company Contact

Surety Company Contact

Surety Company Contact

d. Is your firm able to obtain bonding in the amount required for the completion of this RFP? Provide a notarized declaration from the surety identified above, stating the amount of bonding capacity available to your firm for this project at **Attachment E**.

Yes No (attach explanation)

7. SAFETY

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

Yes

No (attach explanation)

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

Name and Title

Specific Duties

_____	_____
_____	_____
_____	_____
_____	_____

Name and Title

Specific Duties

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

_____/_____/_____/_____/_____ /

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

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

Yes

No (attach explanation)

8. INSURANCE & CLAIMS HISTORY

a. Is your firm free of any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party?

Yes No (attach explanation)

b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity?

Yes No (attach explanation)

c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents (General Liability and Comprehensive Auto at \$1 Million per occurrence and \$1 Million in the aggregate)?

Yes No (attach explanation)

d. Please provide a notarized declaration from an insurance carrier stating that the firm is able to obtain insurance in the limits stated as **Attachment G**.

9. QUALITY ASSURANCE – ATTACHMENT H

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

Yes No

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

10. PROJECT SCHEDULING

a. Does your firm use computerized scheduling? Yes No

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

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

d. If YES, please indicate the project (refer to **Attachment A**)

i. Project: _____

Reason for Delay: _____

ii. Project: _____

Reason for Delay: _____

iii. Project: _____

Reason for Delay: _____

e. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years? (Refer to **Attachment A**) Yes No

If YES, please list projects

(1) Project: _____ Amount \$ _____

Reason for assessment _____

(2) Project: _____ Amount \$ _____

Reason for assessment _____

(3) Project: _____ Amount \$ _____

Reason for assessment _____

11. LABOR CODE VIOLATIONS

a. Has your firm during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects? Refer to **Attachment I**

Yes No

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

Yes No (explain)

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

- a. List any judgments against the firm during the past 5 years; use **Attachment J**
- b. List any breach of contract other than for cause
- c. If applicable, list any formal bid protests and the outcome, whether denied or upheld
- d. List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

Name and Title

Firm Name

Signature

Address of Firm

E-mail Address

City/State/Zip

Telephone Number

Fax Number

End of GENERAL CONTRACTOR STATEMENT OF QUALIFICATIONS

ATTACHMENT A
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 3.a. EXPERIENCE
COMPLETE ONE FORM FOR EACH PROJECT LISTED (MAXIMUM 5)

PROJECT DESCRIPTION

Project Type: _____ Contact Name: _____
Project Name: _____ Contact Title: _____
Owner: _____ Contact Phone No.: _____

DESIGN PROFESSIONAL

Name of Firm: _____ Contact Name: _____
Contact Phone No.: _____ Contact Title: _____
Project Start Date: _____ Completion Date: _____
Original Contract Amt.: \$ _____ Original No. of Days to Complete: _____
Final Contract Amount Final Contract Days to Complete:
With all Change Orders: \$ _____ with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages assessed on this Project? No Yes Days ____ \$ _____
Percentage of Work Subcontracted: _____% Contract Type Competitive Bid Lump Sum
 Negotiated Lump Sum
Major Subcontractors: Guaranteed Maximum Price
 Other (Describe)
•

CUSTOMER SATISFACTION

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

ATTACHMENT B
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

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

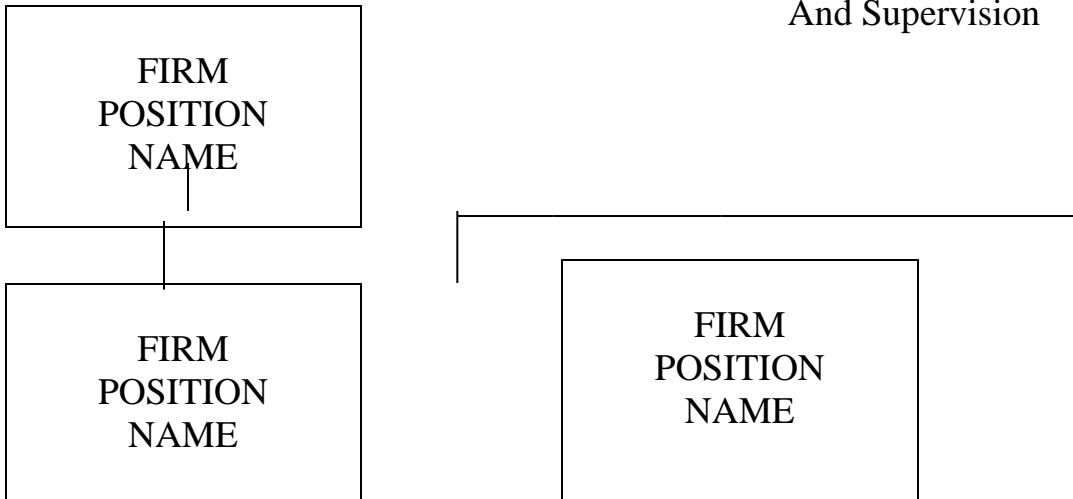
ATTACH ONE (1) PAGE RESUMES OF THE PROPOSED
PROJECT MANAGER
PROJECT SUPERINTENDENT
SAFETY PROGRAM MANAGER
OTHER KEY PERSONNEL (OPTIONAL)

1. **EDUCATION**
High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, Etc.
2. **RELATED EXPERIENCE**
Related experience should include the following:
 - a. Position Title
 - b. Duties and Responsibilities
 - c. Major accomplishments
 - d. Number of personnel supervised
3. **PROJECT EXPERIENCE**
Identify project experience requested in the Statement at 4.a. (2) (3), 4.b. (2) (3), and 4.c. (2). Include the project Title and Location.
4. Other information that demonstrates the individual's strengths for this project.
5. Project Professionals and Project Owner Reference may be included.

ATTACHMENT C
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

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

Chart should include the entire
Project Team
Subcontractor Key Personnel
And Supervision



1. Indicate the relationship between PM/Supt. of the Subcontractors and the General Contractor's PM/SUPT.
2. Indicate the relationship of the Safety Manager of the Subcontractors and General Contractor, and the relationship of the Safety Manager with others on the job site.
3. Indicate the relationship between the QA/QC Manager with other personnel on the job site.

ATTACHMENT D
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 5.c. Projects Currently Under Contract

<u>PROJECT TITLE AND LOCATION</u>	<u>START DATE</u>	<u>PROJECTED COMPLETION</u>

ATTACHMENT E
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 6.d. Notarized Declaration of Surety

DOCUMENTATION FROM SURETY

ATTACHMENT F
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

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

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

Include Work Loss Incidents and History

ATTACHMENT G
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 8.d. Letter from Insurance Carrier

DOCUMENTATION OF INSURABILITY

ATTACHMENT H
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 9.b. Written Quality Assurance Program

SUBMIT ONLY ONE (1) COPY WITH SUBMITTAL PACKET

ATTACHMENT I
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 11.a. Affidavit of Non-violation of Labor codes

Name of Firm:

Address:

Project

Reference: (Name of Owner & Project)

Request for Proposal # _____

Affidavit of Non-violation of Labor Codes

To: **The Board of Education**
 School District

The undersigned officer of _____ hereby states that
_____ has, during the past five (5) years, been free of any
determinations by a court or an administrative agency, of repeated or willful violations of laws and/or
regulations pertaining to the payment of prevailing wages or employment of apprentices of public works
projects.

Name

Title

Signature

NOTARY

State of _____)

County of _____)

Signed or attested before me on _____ by _____

Seal _____

My Commission Expires: _____

ATTACHMENT J
CONTRACTOR'S STATEMENT OF QUALIFICATIONS

REFERENCE: 12.a.b.c. Judgments, Breach of Contract, Protests

- a. **List any judgments against the firm during the past 5 years.**
- b. **List any breach of contract other than for cause.**
- c. **If applicable, list any formal bid protests and the outcome, whether denied or upheld.**
- d. **List all mediations/arbitrations in the last 5 years. Who initiated? What was the outcome?**

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

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 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: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

**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