



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

## RFP # 19-012MG RFP TITLE: Refuse Services

### RFP Schedule

Action	Date & Time
RFP Issued	9/23/2018
Pre-proposal Meeting, <b>mandatory</b>	Monday, 10/1/2018, at 9:00 AM
Pre-proposal Meeting Location	Procurement Conference Room 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87110
Deadline for Questions	Thursday, 10/4/2018 @ 5:00 PM (local time)
RFP Due Date and Time	Wednesday, 10/10/2018 @ 2:00pm (local time)
<b>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.</b>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

### RFP Buyer Contact Information

Name	Marilee P. Gallacher, SPSM
Phone Number	505-878-6118
E-Mail	Marilee.Gallacher@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 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 Attention: Procurement Dept. 6400 Uptown Blvd NE Suite 500 E Albuquerque, NM 87110	Albuquerque Public Schools Attention: Procurement Dept. City Center Suite 500 E PO Box 25704 Albuquerque, NM 87124-0704
Ensure that the following bid information is clearly labeled on the <b>sealed package</b> containing the proposal. <b>Please note: if the sealed bid is placed inside a carrier envelope or package for shipping, all of the following information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: Offeror's Business Name</b> (not an individual's name), RFP Number & Title, RFP Due Date & Time. <b>*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.</b>	

### RFP Term

Albuquerque Public Schools reserves the right to enter into an eight (8) year contract with the awarded Offeror(s).

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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 forth 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.

Offeror shall submit one (1) original proposal, clearly marked ORIGINAL, three (3) identical copies, clearly marked COPY, and one (1) identical electronic copy, clearly labeled with RFP number and Offeror's name. Electronic copy is not email; please provide a Jump Drive loaded with your complete proposal. Faxed copies are not accepted.

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.

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.** Contracts may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their RFP a copy of the certificate issued by State of New Mexico Taxation & Revenue. If RFP 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 RFP 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 proposals 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 proposals will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your proposal 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. **PRE-PROPOSAL MEETING.** There will be a pre-proposal meeting with this RFP. Attendance at the pre-proposal meeting is mandatory for Offerors who plan to participate in this solicitation.
13. **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 Offerors submitted responsive proposals with resulting agreements most advantageous and in the best interest of the District.

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

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.

14. **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.

15. **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.

16. **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.

17. **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 upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request. Prices will not be adjusted without APS approval.
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 General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$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.

24. **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
25. **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.
26. **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) district is New Mexico's largest, serving more than a fourth of the state's students. APS is among the top 40 largest school districts in the nation serving nearly 84,000 students in approximately 143 schools scattered across nearly 1,200 square miles. APS locations can be found throughout the city of Albuquerque, the towns of Corrales and Los Ranchos, and the counties of Bernalillo and Sandoval.

## 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 seeking responses to this request for proposals (RFP) from qualified, experienced vendors with the expertise and resources to provide a waste collection and recycling program on an on-going basis to APS sites. The contractor shall be responsible for all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, and transportation services required to perform and complete the collection and disposal of refuse from any APS location for the duration of this contract.

Attention is called to the fact that the quantity and tonnage of recyclable and non-recyclable material to be collected will vary during the term of this contract. Regardless of the quantity, the vendor will be obligated to meet all conditions of this RFP.

### **Hazardous Waste is outside the scope of this RFP:**

**Federal, State and Local laws, ordinances, rules and regulations including but not limited to those governing noise or nuisance, safety, environment, the collection, disposal and processing of refuse, recyclables and other waste shall be observed during the term of this contract.**

**Please see the Pricing Report for estimated locations, bin sizes, number of bins and weekly pick-ups.**

**Locations:** There are approximately 165 pick-up locations to include schools and district offices. Locations may be added or removed during the term of this contract.

**Pick-Up Schedules:** The contractor agrees to abide by the schedule as specified. Waste pick up shall be completed on or before the time specified.

In instances where this schedule cannot be met because of unusual circumstances, the contractor will contact the Manager of Maintenance & Operations Support Services. However, this action will not relieve the contractor of his responsibility to provide such services as are necessary to completely remove any and all accumulated trash and refuse caused by failure to maintain the schedule.

Changes in collection schedule shall be approved by APS in writing and notification of schedule change by written notice to APS locations is the responsibility of the contractor.

Services may fluctuate with the school year schedule. During holiday recesses (i.e., Christmas, Spring Break, etc.) and the summer months, a school district generates considerably less waste; therefore, each participating location may adjust frequencies of trash pick-ups. Each participating location shall have flexibility to adjust its pick-up schedules as needed and establish pick-up frequencies during these "off-peak" periods.

**Dumpsters:** The contractor shall place state and federally approved covered containers in the numbers noted for the locations noted. Should additional containers be required at a later date, they will be provided at a cost per container per month as bid.

The contractor is responsible for the care and maintenance of all containers under this contract. Any container that becomes unfit for refuse storage, unsafe, unworkable, or loses its protection against vermin, shall be repaired or replaced as necessary at no cost to the district. APS locations with active pick-up schedules shall not be left without a dumpster if the current dumpster is taken for repair or replacement.

**Roll-Off Containers:** Temporary use of Roll-Off Containers for special events, end of year clean up, etc. may be requested. Schools will make the request through the Secretary of the M&O Grounds Department.

**Compactors:** Some locations may have or request trash compactors to compact waste to cut down on the number of vehicle trips. The contractor shall provide all equipment.

**Recycling:** The contractor shall transport collected materials to a facility that is capable of sorting separating and effectively removing contaminants from each category for proper recycling or diversion from the landfill.

APS designated recyclables include:

- Metal
- Aluminum beverage cans
- Tin cans/Bi metallic cans
- Glass (all colors)
- Plastic beverage containers
- Corrugated Cardboard
- Paper
- Magazines
- Organic material (i.e., weeds, grass clippings, leaves, branches, etc.)

Aluminum, glass (all colors), tin and plastics (include PET/HDPE) will be comingled in one recycling container. Paper, magazines newspaper will be comingled in one recycling container. Cardboard will be collected in one recycling container.

APS shall retain exclusive rights to report and receive any appropriate credit for all recyclable materials collected from the APS locations in order to report landfill diversion.

**Licensing:** The contractor will procure and provide all necessary licenses, permits, franchise agreements, etc. including covering associated fees, submittals, and proof of permission to operate with all federal, state, and local agencies as required.

By responding to this RFP, the contractor hereby certifies that all truck drivers performing services under this contract are fully licensed as required by state law.

**Other Contractor Responsibilities:** The contractor shall be responsible for any damage to a building or other property caused by their employees while performing the work indicated in these specifications.

The contractor shall adequately clean up any material spilled or blown during the course of collection and or transportation operations.

**Invoicing:** Monthly invoices must be sent to the Maintenance & Operations Department providing the following information for each pick-up location:

- Purchase Order Number
- Size of dumpsters
- Number of pick-ups per week, per dumpster
- Dates of trash pick-ups

# **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 requirements below 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\*\*\***

	<b>Possible Points</b>	<b>Points This RFP</b>
Pricing	40	
Past Performance	20	
Project Staffing	14	
Capacity, Capability, Knowledge & Background	14	
Health & Safety	12	
<b>Total Points</b>	<b>100</b>	
<b>Interviews (if held)</b>	50	
<b>New Mexico Resident Business Preference:</b> 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	
<b>Veteran New Mexico Resident Business Preference:</b> 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"> <li>10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	10	
<b>Total Possible Awarded Points</b>	100-160	

# **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 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.

**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 Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles.**

**Any response that exceeds the referenced page limitation shall be deemed non-responsive.** If there are any questions regarding format requirements, please contact the APS Procurement Contact prior to submission of Documents.

**Tabs/Evaluation Categories:** All sections shall be separated by tabs that correspond to the Submission Requirements and Evaluation Categories as shown below. Pages within each Tab shall be numbered consecutively.

## **Proposal Contents**

### **BEFORE ALL TABS - LETTER OF SUBMITTAL**

Each proposal must be accompanied by a submittal letter. (See form on page 23.)

### **TAB 1 - PRICE PROPOSAL FORM:**

Price Proposals shall be presented on the provided "Pricing Report" (spreadsheet) and Pricing Forms found on pages 24-25.

### **TAB 2 - PAST PERFORMANCE**

Indicate the experience your firm has in working with waste collection and the collection of recyclable materials. Indicate any other experience that demonstrates the firm's qualifications to perform the services as requested in this RFP.

Offerors are cautioned that the Evaluation Committee may use data obtained from other sources in the evaluation of past performance.

### **TAB 3 - PROJECT STAFFING**

Describe the proposed staffing/organization and internal controls to be used during the term of this contract. State the name, title or position, telephone number, and e-mail address of the individual who would have primary responsibility for this contract. Provide brief resumes (education, years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key personnel. By listing staff in this section of the RFP, the Offeror commits that these staff will actually perform the assigned work.

**TAB 4 - CAPACITY, CAPABILITY, KNOWLEDGE & BACKGROUND**

- a. Provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims, or lawsuits against the firm.
- b. Provide a short list of any recent contracts your firm held during the last three (3) years that relate to the firm’s ability to perform the service(s) requested in this RFP. List contract reference numbers, period of performance, contact persons, and e-mail addresses. By listing contracts in this section of the RFP, the Offeror grants APS permission to contact these individuals as references.
- c. Provide a list of any contracts your firm currently provides services for.
- d. Provide an outline detailing how your firm would implement services for APS if awarded this contract. Please include:
  - Containers to be used
  - Roll out plan/timeframe for getting containers to all APS sites
  - How recycling will be handled
  - Landfill for Maintenance & Operations (locations, materials accepted, etc.)
  - Identify subcontractors (if any)
- e. Provide supporting information of equipment available to complete the scope of work described herein.
- f. Provide supporting information of your firm’s ability to provide this service at all APS locations.
- g. Provide an organization chart of your firm indicating lines of authority for personnel involved in the performance of this contract
- h. Provide a brief narrative regarding any contracts that may have been terminated in the last five (5) years.

**TAB 5 - HEALTH AND SAFETY**

- a. Provide a summary description of the firm’s Corporate Health and Safety program. (One copy only of the full written Safety Plan is required. Please provide a copy of the full plan bound separately from the proposals).
- b. Identify the competent person responsible for, and capable of, implementing the safety and health program.
- c. Address 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 .....	4.0
a.2 One Full Copy of Written Safety Plan (bound separately from proposals) .....	1.5
b. Competent Person Responsible/Capable of Implementing.....	1.5
c.1 Project Specific Health/Safety Risks .....	2.5
c.2 Describe Processes to Clearly Communicate Health/Safety Issues .....	2.5

**Total Possible Points      12.0**

**TAB 6 – COMPLIANCE****CERTIFICATE OF INSURANCE:**

Offeror shall provide a Certificate of Insurance that meets the requirements listed.

**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. 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.

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM:**

The blank form is included in 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.

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

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

**STATE OF NM W-9 FORM:**

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

**STATEMENT OF CONFIDENTIALITY:**

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

## PROPOSAL CHECKLIST

**Please submit your completed proposal, including the following items, in a sealed and properly labeled package.**

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 the following information must be written on the outer envelope as well) of your sealed proposal: Offeror's Business Name, Bid Number & Title, Opening Date & Time, Proper Delivery Address (see cover page).**

By the RFP due date and time of Submission, Offeror shall submit one (1) original proposal, clearly marked ORIGINAL, three (3) identical copies, clearly marked COPY, and one (1) identical electronic copy, clearly labeled with RFP number and Offeror's name. Electronic copy is not email; please provide a Jump Drive loaded with your complete proposal, consisting of each of the following documents:

- \_\_\_ Letter of Submittal
- \_\_\_ Price Proposal Form
- \_\_\_ Past Performance
- \_\_\_ Project Staffing
- \_\_\_ Capacity, Capability, Knowledge & Background
- \_\_\_ Health and Safety
- \_\_\_ Compliance (to include the following):
  - \_\_\_ Certificate of Insurance
  - \_\_\_ Resident Contractor (or Veteran Resident Contractor) Preference Certificate
  - \_\_\_ Campaign Contribution Disclosure Form
  - \_\_\_ Conflict of Interest and Debarment/Suspension Certification Form
  - \_\_\_ Contractor's State of NM W-9 Form
  - \_\_\_ Statement of Confidentiality

# **REQUIRED DOCUMENTS AND ATTACHMENTS**

# LETTER OF SUBMITTAL 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.

SIGN  
HERE

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

# PRICE PROPOSAL

Resident Contractor's Preference Certificate No. \_\_\_\_\_

Veteran Resident Contractor Preference Certificate No. \_\_\_\_\_

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

Contractor's New Mexico Gross Receipts Tax No. \_\_\_\_\_

Contractor's Federal Employee Identification No. \_\_\_\_\_

**RFP Number and Name: RFP 19-012MG Refuse Services**

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).

To: Board of Education  
Albuquerque Municipal School District Number 12  
Bernalillo and Sandoval Counties, New Mexico (hereinafter called "APS") for:  
Arborist services on demand.

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

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 FORM and ATTACHMENT A: PRICING REPORT

**FOR REFUSE SERVICES:**

**Please complete Attachment A: Pricing Report, submitting your proposed pricing based on APS' prior usage.** Attachment A: Pricing Report must be included with your proposal.

Due to the nature of these services, APS understands that costs such as fuel are subject to increase. Please provide an anticipated price increase as a percentage of the rates presented above. These are an estimate and not a guaranteed increase. Please see pricing escalation process on page 9 (#4) for further information.

Contract Year	Anticipated Price Increase (as a percentage of current rates)
Year 2	%
Year 3	%
Year 4	%

# 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.

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### 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