



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 21-015 RA

RFP TITLE: Actuarial & Benefits Consulting Services

NIGP: 91865, 91869

## RFP Schedule

Action	Date & Time
RFP Issued	08/14/2020
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	08/21/2020 @ 5:00pm (local time)
RFP Due Date and Time	09/04/2020 @ 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 from electronic bidding system (Vendor Registry)</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

## RFP Buyer Contact Information

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

## RFP Submittal

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.

<https://vrapp.vendorregistry.com/vendor/register/signup>

Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Bidders are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.**

## RFP Term

Albuquerque Public Schools reserves the right to enter into a maximum four (4) year contract with the awarded Offeror(s).

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# **OFFEROR'S GENERAL INSTRUCTIONS**

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.  
  
Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.  
  
Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.  
  
Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

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

12. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
13. **BRAND NAMES: (If applicable)** Pursuant to NMSA 1978, §13-1-168, 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 pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications
14. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
15. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.
16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **PLEASE NOTE: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**
17. **TIMELY SUBMISSIONS::** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

**Important Information:** Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS’s control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

**Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.** If you have any questions contact the Buyer listed on the Bid/RFP documents for assistance.

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

19. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
20. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
21. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
22. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.
23. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
24. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
25. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.  
  
Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
27. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.
28. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.  
“**Agency**” shall mean Albuquerque Public Schools (APS)  
“**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.  
“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.  
“**Contractor**” shall mean the successful Offeror.

**“Determination”** shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

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

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

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

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

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

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

**“Owner”** shall be Albuquerque Public Schools.

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

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

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

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

# **TERMS AND CONDITIONS**



1. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
9. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within thirty (30) days, or
    2. By written mutual agreement between the Contractor and APS.
  - B. Termination by APS
    1. For Cause
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
        - ii. Contractor's violation in any substantial way of any provisions of this contract.
      - b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10)thirty (30) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

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

2. For Convenience

- a. Upon thirty (30) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
  - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
  - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

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

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Worker's Compensation and Employers Liability	\$1,000,000

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

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

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

12. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
13. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such proposer and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY: (As applicable)** 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: (As applicable)** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address).
20. **DELAYS IN DELIVERY: (As applicable)** 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: (As applicable)** 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: (As applicable)** 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 the goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE: (As applicable)** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS: (If applicable)** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time

25. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
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. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

## **PROTESTS**

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico.

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
  - A. State the reasons for the action taken; and
  - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

# **SCOPE OF SERVICES**

## **RFP SCHEDULE**

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

## **PURPOSE OF THIS REQUEST FOR PROPOSAL**

Albuquerque Public Schools (APS) is seeking professional services proposals from qualified firms to provide a full range of employee benefits and wellness consulting, and actuarial services, with the goal of on-going strategic improvement to all APS benefits and wellness programs. The selected consultant will provide expertise and guidance on all aspects of the APS employee benefits program including, but not limited to: claims utilization analysis and reporting, actuarial services, budget preparation and projection, benchmarking, general benefit consulting advice regarding market trends including state and federal laws and regulations, assistance with implementation and renewals, marketing services, plan design recommendations, assistance with communication strategies and benefits compliance, and ongoing account management. All services may not be requested in a single fiscal or contract year.

## **BACKGROUND INFORMATION [www.aps.edu](http://www.aps.edu)**

Albuquerque Public Schools (APS) offers benefits to approximately 11,500 full-time employees. APS currently covers approximately 16,000 members in our three self-insured medical plans, approximately 17,600 members in our two self-insured dental plans, and approximately 15,900 members in our self-insured vision plan. We also offer Basic and Additional Life Insurance, long-term disability insurance, flexible spending plans, and voluntary retirement savings plans. Information about our current plan offerings and plan administrators/carriers is available in our *2020 Employee Benefits Enrollment Guide* located at <https://www.aps.edu/human-resources/benefits/employee-benefits-documents/2020-employee-benefits-enrollment-guide>. Effective 1/1/2021, APS will be offering a fourth medical plan option administered by Cigna Healthcare.

The APS plan year is January 1<sup>st</sup> through December 31<sup>st</sup>; the fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>.

The proposed effective dates for the Benefits Consulting and Actuarial Services contract are October 6, 2020 through March 31, 2024.

## **INSTRUCTIONS FOR RESPONDING TO THIS RFP**

APS is not interested in receiving generalized responses to this RFP. The expectation is to receive concise and informative responses to the Scope of Services and questionnaire. In the Scope of Services, the respondent will see the following directive and respond as indicated:

**Provide** – Responding vendor shall provide a sample or copy of a document.

**Describe** – Responding vendor shall provide a detailed narrative.

**Confirm** - Responding vendor shall indicate ability to provide this service with the word **CONFIRM**.

Throughout the response to the RFP, please do not repeat information. If the question or Scope of Service item appears duplicative, please provide the page number and item number/letter within your response where the information is addressed.

## MINIMUM REQUIREMENTS

The Actuarial and Benefits Consulting firm shall:

- Be a professional actuarial and benefits consulting firm with a minimum of five years of prior experience performing responsibilities substantially the same as the services listed in this RFP, for clients offering health plan benefits on a self-insured basis, and covering 5,000 or more lives, and
- Have experience doing cash-based projections (as opposed to projections based on incurred costs), and
- Employ and retain qualified, licensed staff who are readily available to begin work on the APS actuarial and consulting needs, and
- Be in compliance with all federal and New Mexico regulations, including all aspects of HIPAA, and
- Agree to protect and safeguard all APS data to the same or higher degree of care that consultant takes with respect to its own information and data, and
- Be financially stable as supported by your audited financial statements

## SCOPE OF SERVICES

This section is scored in conjunction with your response to evaluation criteria and general questionnaire.

1. In-depth analysis and reporting on the APS employee benefits package to include: actuarial services, cash-based projections to meet required funding and reserve funding for all self-insured plans, setting of contribution rates (premium equivalent) for employer and employee cost share, and recommending, evaluating and measuring the financial impact of plan design and employee contribution changes.	<b>Describe</b>
2. Participate in the development and presentation of any necessary and/or requested reports, including cost projections and plan design and contribution changes. Presentation may be to the leadership team, Board of Education Finance Committee, Board of Education, or to committees of the state legislature. Presentation materials developed for Board of Education Finance Committee or Board of Education meetings must be ADA-compliant. (Consulting firm should expect up to four such presentations a year.)	<b>Confirm</b>
3. Provide annual fiscal year actuarial certification of required Incurred but not Reported (IBNR) reserves for all self-insured plans at a statistical confidence level determined by APS. Certification to be issued by a credentialed health actuary. IBNR estimate is to be calculated using both a traditional deterministic model and a probabilistic model for the purpose of developing statistical confidence intervals and including a 15% margin. The IBNR reserve calculation for the fiscal year ending each June 30th is due to APS no later than the last business day of August each year.	<b>Confirm</b>
4. In addition to the IBNR reserve calculation described above, APS may require that a credentialed health actuary provide recommended claims fluctuation reserve range. This is to include fixed costs by line of business, calculated in accordance with applicable Actuarial Standards of Practice and consistent with prevailing claims trends.	<b>Confirm</b>
5. If requested, provide GASB 74 and 75 actuarial valuation services for post-retirement life insurance plans to include annual calculations, liabilities and preparation of reports used for financial disclosures. If requested, provide an annual actuarial attestation of the APS prescription drug coverage to confirm that the actuarial value is a least equal to the actuarial value of Medicare Part D defined standard prescription drug coverage.	<b>Confirm</b>
6. Provide annual updates to Fair Market Value to determine the imputed income related to domestic partner coverage.	<b>Confirm</b>
7. Consultant is expected to be current in the field and in a position to advise APS of any changes in applicable federal or state laws, the Affordable Care Act (or any subsequent law), industry trends and/or announcements related to health and welfare plans, and assist APS in complying with laws and regulations related to employee benefits. This is to include advice on both self-insured and fully-insured products.	<b>Describe</b>
8. Provide advice to APS regarding the future direction of its employee benefits plans, including recommendations for benefit improvements/enhancements/changes as	<b>Describe</b>

dictated by emerging industry trends, federal or state regulations, plan costs, and our business needs. Suggestions regarding viable alternatives to the current plan design are expected on an on-going basis.	
9. Provide recommendations for value-based initiatives, including assistance implementing and evaluating agreed upon initiatives.	<b>Describe</b>
10. As requested, provide information and/or Employee Benefits staff training on new and existing regulations (COBRA, HIPAA, ACA, etc.). Training via webinar is acceptable.	<b>Confirm</b>
11. During all New Mexico legislative sessions, consultant will provide notification of bills that are introduced that may affect benefits programs or funding.	<b>Confirm</b>
12. During all New Mexico legislative sessions, consultant will provide analysis and advice on the implications of proposed/pending state legislation relating to employee benefits, funding for employee benefits, and wellness programs. This is to include both self-insured and fully-insured products. This analysis requires 24-hours or less turnaround time. The New Mexico legislature meets for 60 days in odd-numbered years and 30 days in even-numbered years. Special sessions may occur.	<b>Describe, including any experience with the New Mexico legislature</b>
13. Work with APS Employee Benefits and Government Affairs to provide comprehensive updates to Board of Education and APS leadership regarding information, impact and implementation of legislation.	<b>Confirm</b>
14. Provide ongoing, year-round support related to legislative requests for information.	<b>Confirm</b>
15. The consultant will be expected to be knowledgeable about Flexible Spending Accounts, Group Basic and Supplemental Life and AD&D Insurance, Retiree Life Insurance, Short and Long Term Disability Insurance, and Employee Assistance Programs.	<b>Confirm</b>
16. Provide complete data warehousing services, including building, updating and maintaining the data warehouse. Initial data will include medical and prescription drug claims, and available biometric screening and health risk assessment data. Plan for and administer the addition of dental and vision claim information to the warehouse. Plan for and administer the addition of employee location indicator to the warehouse, including the ability to report by location indicator. Plan for and administer the addition of Risk Management information (slips, trips and falls) and musculoskeletal injuries/surgeries to the warehouse. Reporting from the data warehouse is to include customized quarterly and annual reports and ad-hoc reports; strategic analysis of the information and trends will be the basis of recommendations made to APS. Ideally, provide reporting access to the data warehouse by APS staff. If client reporting access is not available, provide an estimated timeframe for such access. Provide all necessary specifications and file layout formats to the APS claim administrators to ensure that claim and eligibility data is received, and that the data warehouse is populated with all information required to provide robust reporting.	<b>Describe</b>
17. Produce agreed upon monthly, quarterly and year-end reports; provide ad-hoc reports as requested.	<b>Provide examples of pertinent reports</b> (samples should be for self-insured client with at least 5,000 covered employees)
18. Attend APS meetings as requested. Meetings may include projection, leadership team, Finance Committee of the Board of Education, Board of Education, IBAC, and with APS at state legislature committee meetings. (The consultant should expect a minimum of six onsite meetings a year. This is a combined total with those presentations listed in item #2. )	<b>Confirm</b>
19. Arrange and attend meetings with vendors/contractors at the request of APS.	<b>Confirm</b>
20. Assist with the development and evaluation of communication strategies, including assistance with the preparation and review of benefit program materials for open enrollment.	<b>Describe and provide no more than three samples</b>
21. Assistance may be required for review of employee notices (i.e., COBRA Notifications, HIPAA privacy notices, etc.)	<b>Confirm</b>
22. Provide strategies and tools to ascertain that APS remains in compliance with all benefit and employee wellness program regulations.	<b>Describe</b>



23. As requested, advise and assist in determination of employee attitudes, needs and expectations concerning benefit programs by use of surveys, questionnaires, meetings or other communication methods.	<b>Describe</b>
24. Provide benchmarking reports on the benefits programs on an annual basis. Benchmarking against other New Mexico, Albuquerque, and regional employers is expected.	<b>Confirm</b>
25. As requested, assist with negotiation of vendor renewals and contractual agreements; provide implementation support.	<b>Confirm</b>
26. Review all vendor and carrier contracts, Summary of Benefits, Summary Plan Descriptions, and other vendor communication pieces to ensure accuracy and compliance.	<b>Confirm</b>
27. Monitor performance standards of contracted vendors and resolve any service issues with vendors.	<b>Confirm</b>
28. Conduct one claim audit each contract year, on a rotating basis, of the APS medical plan administrators, or of the APS Pharmacy Benefit Manager (PBM). APS will assign the medical plan administrator or PBM to be audited each year. The audit is to include the minimum number of paid claims, stratified on a financial basis, to achieve a statically valid result, and also include a targeted high dollar claim and process review. (See footnote below.)	<b>Describe</b>
29. Assist with RFP specifications, preparations, review and evaluation of vendor proposals and advise on contract negotiations and implementation for: a. Flexible Spending Account plans b. Employee Assistance Programs c. Long Term Care plans d. Other plans or services as requested by APS Note: Interagency Benefits Advisory Committee (IBAC) RFPs for two or more IBAC agencies are not included in this Scope of Services.	<b>Confirm</b>
30. Provide APS with brokerage services for stop loss insurance coverage, including analysis of loss experience, review of coverage forms, retention limits, premium terms, summarized data, RFP's and other services requested by APS. This includes reviewing the stop loss policy for accuracy and reporting any areas of concern or discrepancy to APS prior to the finalization of the annual policy.	<b>Describe</b>
31. Identify strategies and introduce APS to resources to assist us in streamlining Benefits Department processes.	<b>Describe</b>
32. The consultant is expected to be knowledgeable about all facets of employee wellness programs to include on-site health clinics.	<b>Confirm</b>
33. Provide support in the assessment, design, development, implementation, evaluation and growth of employee wellness programs, to include consulting related to Health Risk Assessments and biometric health screenings. Required reporting includes integrating the medical claims metric dashboard with wellness program participation and benefit utilization rates. Note: The actual cost of wellness services is not included in this Scope of Services.	<b>Describe</b>

**Footnote to item #28:**

APS currently offers three self-insured medical plan options, and will be adding a fourth option effective 1/1/2021.

Approximate enrollment in the three current offerings:

- Presbyterian Health Plan – approximately 11,280 members (referred to as Medical Plan Administrator 1 on cost response form)
- BlueCross BlueShield of New Mexico - approximately 4,135 members (referred to as Medical Plan Administrator 2 on cost response form)
- True Health New Mexico - approximately 575 members (referred to as Medical Plan Administrator 3 on cost response form)

Our Pharmacy Benefit Manager is Express Scripts. All members enrolled in a medical plan are also enrolled in the prescription drug plan.

## GENERAL QUESTIONNAIRE

**This section is scored in conjunction with your response to the Scope of Services.**

Instructions to respondents: Restate the letter and question, and then provide your response. Throughout the response to the RFP, please do not repeat information. If the question or Scope of Service item appears duplicative, please provide the page number and item number/letter within your response where the information is addressed.

- A. Provide a brief history of your organization, including the length of time it has been in business. Include whether the firm is publicly or privately held, and outline all organizations with significant influence, including legal and financial arrangements. Briefly describe any mergers, acquisitions, spin-offs or other significant organizational changes that have taken place in the last twenty-four (24) months. If any services within this RFP will be provided through a joint venture or subcontracted arrangement, indicate those services and the organization that will provide those services.
- B. Provide a copy of your most recent audited financial statements.
- C. What is the location of the office that will handle the APS account if you are the selected firm? Provide an organizational chart and resumes of key personnel, including those individuals who may be/will be assigned to the APS account, and the firm's actuaries. Include the length of time each individual has worked for your firm, and where they are located (city and state).
- D. Provide a description of the transition process and a detailed timeline for taking over a new client, including the timeline to build a data warehouse which comprises the elements outlined in the Scope of Services.
- E. Describe qualifications and experience relevant to this RFP, emphasizing your consulting and actuarial services experience for large public sector clients and large public school districts. Include any experience with the New Mexico market (public sector and commercial).
- F. Describe two or three of your most successful client cost-reduction/cost-containment strategies; include details involving creative or outside-the-box thinking, and/or value-based initiatives.
- G. Describe how your organization has used data analytics to develop and recommend plan design strategies to your clients. Include two specific examples, including descriptions of how you analyzed the data, developed and presented recommendations, and evaluated the results of those recommendations.

### REFERENCES

Provide the following information for three to five references. These should be organizations similar in size to APS and to the scope to the services requested in this RFP.

- Agency or company name
- Agency or company mailing address
- Contact person with email address and phone number
- Project or contract start/end dates
- Project description/Scope of Work

APS will determine which, if any, references to contact to assess the quality of work performed. These references may be contracted to substantiate information in the written response to the RFP. The results of any reference check will be provided to the evaluation committee and may be used in evaluating the RFP response.

**COST**

Price Clarifications

- In your cost proposal, outline any costs that are not included in your fees.
- All travel, lodging and meals for your staff to travel to New Mexico for meetings with APS or for legislative committee meetings must be inclusive in your cost proposal. No travel or other expenses will be reimbursed by APS.
- APS reserves the right to clarify any pricing discrepancies related to assumptions made by respondents. Such clarifications will be solely to provide consistency so that an accurate cost comparison can be achieved for scoring purposes.
- APS may elect to contract with the awarded consultant on an hourly basis, or on an annual, all-inclusive lump sum basis.
- APS expects to receive monthly invoices from the awarded consultant. The invoice is sent to APS at the end of the month for which we are being billed, i.e., the invoice for the month of October would be dated October 31<sup>st</sup> and sent to APS on that date or in early November. Payment to consultant is due within 30 days of receipt of the invoice.

To provide employee benefit and actuarial consulting services as outlined in this RFP, the respondent submits the following hourly rates and annual, all-inclusive lump sum rates. These amounts should not include New Mexico Gross Receipts Tax.

**APS may elect to contract with the awarded consultant on an hourly basis.  
Indicate hourly rate for each category below.**

ITEM	CATEGORY	Hourly Rate 1 <sup>ST</sup> year	Hourly Rate 2 <sup>nd</sup> year	Hourly Rate 3 <sup>rd</sup> year	Hourly Rate 4 <sup>th</sup> year
1	Executive Sponsor	\$	\$	\$	\$
2	Account Executive	\$	\$	\$	\$
3	Senior Actuary	\$	\$	\$	\$
4	Actuary	\$	\$	\$	\$
5	Sr. Financial Manager	\$	\$	\$	\$
6	Project Manager / Consultant	\$	\$	\$	\$
8	Sr. Technical Benefits Consultant	\$	\$	\$	\$
8	Jr. Technical Benefits Consultant	\$	\$	\$	\$
9	Support Administration	\$	\$	\$	\$
10	Other (Specify)	\$	\$	\$	\$
11	Other (Specify)	\$	\$	\$	\$
12	Other (Specify)	\$	\$	\$	\$
	<b>Indicate your annual not to exceed maximum for each year</b>	\$	\$	\$	\$

**APS may elect to contract with the awarded consultant on an annual all-inclusive, lump sum basis.  
Indicate annual lump sum amount below.**

<b>ITEM</b>	<b>CATEGORY</b>	<b>1<sup>ST</sup> YEAR</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	<b>4<sup>TH</sup> YEAR</b>
1	Annual lump sum <u>including</u> annual medical plan administrator or PBM claims audit (Refer to item #28 in Scope of Services)	Medical Plan Administrator 1* \$	Medical Plan Administrator 2* \$	Medical Plan Administrator 3* \$	Medical Plan Administrator of APS's choice or PBM \$
2	Annual lump sum <u>excluding</u> annual medical plan administrator or PBM claims audit (Refer to item #28 in Scope of Services)	\$	\$	\$	\$

**\*Refer to page 17**

Clearly indicate any costs that are not included in your fees:

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# **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 1978, §13-1-21, for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**  
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

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. The Preference does not apply if APS is utilizing federal funds.

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

	Possible Points	Points This RFP
<b>Qualifications</b> See Scope of Services (page 15 – 17) and General Questionnaire (page 18) – Items 3, 4, 5, 15, 17, 24, 27, 28, 30, and B	20	
<b>Experience</b> See Scope of Services (page 15 – 17) and General Questionnaire (page 18) – Items 6, 11, 12, 14, 21, 22, 26, 32, A, and E, F, G	20	
<b>References</b> See page 18 of RFP	5	
<b>Assigned Personnel to APS</b> See Scope of Services (page 15 – 17) and General Questionnaire (Page 18) – Items 2, 7, 10, 13, 18, 19, 25 and C	15	
<b>Approach</b> See Scope of Services (page 15 – 17) and General Questionnaire (Page 18) - Items 1, 8, 9, 16, 20, 23, 29, 31, 33, D, F and G See General Questionnaire (Page 18) – Item D	20	
<b>Cost</b> See pages 18-20 of this RFP	20	
<b>Total Possible Points</b>	<b>100</b>	
<b>Interview ( if needed)</b>	<b>50</b>	
<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. <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>	<b>100-160</b>	

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

## SUBMITTAL REQUIREMENTS

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

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

### **ATTENTION:**

**Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents. Please submit as one file.**



<https://vrapp.vendorregistry.com/Vendor/Register/Signup>

**Important Information:** Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.**

If you have any questions contact the Buyer listed on the Bid/RFP documents for assistance.

## **PROPOSAL – DETAILED REQUIREMENTS**

### **1. Proposal Format**

Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Letter of Transmittal and Required Forms do not count towards page count.

Letter of Transmittal

Scope of Services responses

General Questionnaire responses

Cost proposal

Exhibits

- Item 17
- Item 21
- References
- Required Forms and Attachments

# **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	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

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



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

# COMPLIANCE

*(REQUIRED LEGAL FORMS)*

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

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

– OR –

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position) Offeror Business Name



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

## CONFLICT OF INTEREST

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

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:**

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

### CERTIFICATION OF NON-COLLUSION STATEMENT

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

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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, NON-COLLUSION and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

**SIGN HERE** Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_ City/ State: \_\_\_\_\_

**ALBUQUERQUE PUBLIC SCHOOLS  
TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date

## **PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST**

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

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Cost Information
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable

Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**  
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>

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