



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

**RFP # 19-001KN**

**RFP TITLE: Arborist Services on Demand**

## **RFP Schedule**

Action	Date & Time
RFP Issued	06/15/2018
Pre-proposal Meeting	06/22/2018 @ 10:30am (local time)
Pre-proposal Location	Lincoln Complex - Conference Room 915 Locust St. SE Albuquerque, NM 87106
Deadline for Questions	06/29/2018 @ 5:00pm (local time)
RFP Due Date and Time	07/11/2018 @ 3:00pm (local time)
<b><i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.</i></b>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

## **RFP Buyer Contact Information**

<b>Name</b>	Krystal Nicole Marquez
<b>Phone Number</b>	505/878-6125
<b>E-Mail</b>	Krystal.Marquez@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**

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

## **RFP Term**

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

# TABLE OF CONTENTS

PROPOSER'S GENERAL INSTRUCTIONS	3
TERMS AND CONDITIONS	8
PROTESTS	12
SCOPE OF WORK	13
EVALUATION CRITERIA	18
SUBMITTAL REQUIREMENTS	19
PROPOSAL CHECKLIST	24
<b>ATTACHMENTS:</b>	
LETTER OF TRANSMITTAL FORM	26
VOLUME I - PRICE PROPOSAL FORM	27
VOLUME II – TECHNICAL PROPOSAL	30
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	50
CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM	52
STATEMENT OF CONFIDENTIALITY	53

# **PROPOSER'S GENERAL INSTRUCTIONS**

1. **READ ALL DOCUMENTS.** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal.

The submission of a proposal constitutes a representation by the offeror that the offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.

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

Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Offerors **MAY NOT** contact other district departments or employees. Any contact with a district department or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

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

2. **ELECTRONIC RFP DOCUMENTS.** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS shall govern.
3. **FORMS AND ATTACHMENTS.** It is the responsibility of every offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Offerors should revisit the website (<http://www.aps.edu/procurement> then select "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.

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

No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.

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

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

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

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

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

6. **BRAND NAMES.** Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
7. **RFP PRICING DURATION.** Responses, including proposal prices, will be considered firm for one-hundred twenty (120) days after the due date of the proposals.
8. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

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

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

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

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

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

11. **RFP CANCELLATION OR REJECTION.** This RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

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

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

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

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

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978 13-1-83 and 13-1-85.

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

The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP. Awarded in this context means the final required District signature on the contract(s) resulting from the procurement has been obtained.

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

15. **AFTER AWARD.** It is mutually understood and agreed that the successful offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.

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

After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

16. **DEFINITIONS.** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” shall mean Albuquerque Public Schools (APS)

“Award of Contract” shall mean formal approval by the Board of Education and a contract document has been signed by both parties.

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

“Contractor” shall mean the successful bidder

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

“Design Professional” shall mean architect or engineer.

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

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

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

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

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

“Owner” shall be Albuquerque Public Schools.

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

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

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

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

# **TERMS AND CONDITIONS**



1. **TERM:** APS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The contractor may terminate this contract only if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and the District.
  - B. Termination by the District
    1. For Cause
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
        - ii. Contractor's violation in any substantial way of any provisions of this contract.
      - b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
      - c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

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

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

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

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

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

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

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

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

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

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

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

12. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
13. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
14. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools
15. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
17. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

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

## PROTESTS

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).
3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).
4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
  - A. State the reasons for the action taken; and
  - B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 19

# **SCOPE OF WORK**

# OVERVIEW

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

## RFP SCHEDULE

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

## SCOPE OF WORK

Albuquerque Public Schools (APS) is seeking responses to this request for proposal (RFP) from qualified vendors to provide arborist services on an as needed basis to any/all APS sites. These services include, but are not limited to climbing, pruning, planting, removal, etc. Descriptions of various services:

- Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crown.
- Large Tree Clean. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Trees in this category are large enough to require bucket truck access or manual climbing.
- Small Tree Clean. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. These trees are small-growing, mature trees that can be evaluated and pruned from the ground.
- Young Tree Train. These are young trees that must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole pruner by a person standing on the ground.
- Stump Removal and/or Grinding. This category indicates a stump that should be removed. Additionally, stump grinding may be required in addition to removal or as a stand-alone service.
- Other Plants, Bushes, etc. (not trees). Trimming, removal, etc. of other plants (not trees), mainly bushes.
- Plant Tree. Plantings include the tree, root barrier (when required by specification), stakes, ties, and complete installation.
- Raise. Tree requiring pruning to remove low branches that interfere with sight and/or traffic.
- Reduce. Selective pruning to decrease height and/or spread of the crown in order to provide clearance for electric utilities and lighting.
- Thin. The selective removal of water sprouts, epicormics branches, and live branches to reduce density.
- Restoration. Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.

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

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

**Wage Information:** the following information pertains to wage rates, subcontracting and taxation. Please read carefully:

**State Wage Rates:** It is the contractor's responsibility to acquaint himself/herself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Department of Workforce Solutions will be paid by the contractor for every job performed under this contract for any project which is greater than \$60,000 on an individual basis. Compliance is a part of this bid. The contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

In the event it is found by the Department of Workforce Solutions, that any laborer or mechanic employed by the contractor or subcontractor on the site of a project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract, APS may, by written notice to the contractor and his subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and APS may prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

**Registration:** Pursuant to §13-4-13.1 NMSA 1978, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) must be registered with the Department of Workforce Solutions as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price.

**Permits, Plan Checking Fees, Other Charges:** Offerors shall be responsible for securing all applicable bonds, permits, including any plan checking fees as charged by any authority having jurisdiction over the projects for checking contract documents prior to obtaining a permit. Additionally, the Owner will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain. The cost of all bonding will be paid by the Offeror and will not be paid by the Owner. These costs are to be included in the Offeror's price proposal.

**Bonding Requirements:** The successful bidder, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% for any project which exceeds \$25,000.00 (or satisfactory evidence that such bonds will be furnished within seven days). Bond must be satisfactory to APS, executed by a surety company authorized to do business in this state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

The bonds provided to support any contract issued as a result of this solicitation shall protect Albuquerque Public Schools projects only. Any other entities utilizing said contract(s) under the provision of the Procurement Code Section 13-1-129 will need to require separate bonding.

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

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

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

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

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



# **EVALUATION CRITERIA**

# **EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

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

	Possible Points	Points This RFP
<b>VOLUME II – TECHNICAL PROPOSAL</b>		
Past Performance	20	
Project Staffing	15	
Management Plan	15	
Health & Safety	10	
<b>VOLUME I – PRICING PROPOSAL</b>		
<b>Total Points</b>	<b>100</b>	
<b>Interviews</b> (if held)	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	

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

# **SUBMITTAL REQUIREMENTS**

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

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

## **Proposal shall include:**

**Volume 1: Price Proposal**

**Volume 2: Technical Proposal**

## **PRICE PROPOSAL – VOLUME 1 - DETAILED REQUIREMENTS**

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

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

### **ITEM 2 – NOTARIZED DECLARATION LETTER FROM SURETY:**

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

### **ITEM 3 - CERTIFICATE OF INSURANCE:**

Offeror shall provide a Certificate of Insurance that meets the requirements listed in Project Manual Section 00 6000 Bond and Insurance.

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

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

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

**ITEM 5 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:**

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

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

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

**ITEM 7 –STATE OF NM W-9 FORM:**

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

**ITEM 8 – OFFEROR’S LICENSE(S)**

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

## TECHNICAL PROPOSAL – VOLUME 2 - DETAILED REQUIREMENTS

### 1. Technical Proposal Format

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

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

**Tab 1 – Letter of Submittal**

**Tab 2 – Statement of Qualifications & Attachments**

**Tab 3 – Past Performance**

**Tab 4 – Project Staffing**

**Tab 5 – Management Plan**

**Tab 6 – Health and Safety**

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

### 2. Tabs/Evaluation Categories:

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

#### **TAB 1 - LETTER OF SUBMITTAL**

**Each proposal must be accompanied by a submittal letter. (See form on page 27.)**

#### **TAB 2 – STATEMENT OF QUALIFICATIONS & ATTACHMENTS**

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

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

### **TAB 3 – PAST PERFORMANCE**

#### **Provide the following information:**

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

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

1. Was the project completed early? If yes, how was that accomplished?
  2. Was the project completed late? If yes, how many days and why?
  3. Did your firm refuse to do additional work requested by the owner? If yes, why?
- b. Describe the role of each teaming partner on the contract.
  - c. Evidence of past performance quality and overall customer satisfaction.
  - d. Record of compliance with applicable laws and regulations on past projects.
  - e. Past record of achievement of health and safety targets.

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

### **TAB 4 – PROJECT STAFFING**

#### **Provide the following information:**

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

### **TAB 5 – MANAGEMENT PLAN**

#### **Provide the following information:**

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

**TAB 6 – HEALTH AND SAFETY**

**Provide the following information:**

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

**Detailed Scoring Guidelines for “Health and Safety” criterion:**

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

**Statement of Qualifications**

a. Written Safety Program Compliant; Provide One Copy.....	1.0
b. List of Key Safety Personnel/Safety Manager for This Project .....	0.5
c. Experience Modification Rate Past 5 Years (Equal to, or Better Than Average) .....	1.0
d. Recordable Incident Rate for Past Calendar Year OSHA 300 Log .....	1.0
e. Free of Committing Serious/Willful Violations of Federal/State Safety Laws.....	1.0

**Statement of Qualifications for Subcontractors**

a. Written Safety Program Compliant; Provide One Copy.....	0.5
b. Experience Modification Rate Past 5 Years.....	0.4
c. Recordable Incident Rate for Past Calendar Year OSHA 300 Log.....	0.4
d. Free of Committing Serious/Willful Violations of Federal/State Safety Laws.....	0.2

**Total Possible Points..... 10.0**

**IMPORTANT NOTE ON THE TECHNICAL PROPOSAL’S CONTENTS**

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

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

# PROPOSAL CHECKLIST

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

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

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

## SUBMISSION OF PRICE PROPOSALS – VOLUME 1

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

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

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

## SUBMISSION OF TECHNICAL PROPOSALS – VOLUME 2

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

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

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



# ATTACHMENTS

# LETTER OF TRANSMITTAL FORM

**Submit with your proposal**

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

1. Identity (Name) and Mailing Address of the submitting organization:


2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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



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

# VOLUME I - PRICE PROPOSAL FORM

Date of Proposal: \_\_\_\_\_

New Mexico State Contractor's License No. \_\_\_\_\_

License Classifications: \_\_\_\_\_

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

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

Percent of preference qualified for: \_\_\_\_\_ (10%)

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

NM DOL (Workforce Solutions) Certificate No. \_\_\_\_\_

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

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

**RFP Name:** **Arborist Services on Demand**

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 \_\_\_\_\_

## PRICE PROPOSAL FORM

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

ITEM	DESCRIPTION	UNIT	PRICE
1	Certified Arborist	HR	
2	Climber	HR	
3	Pruning	HR	
4	Planting, Trees	EA	
5	Planting, Other	HR	
6	Removal, Trees	EA	
7	Removal, Other	HR	
8	Other:	HR	
9	Other:	HR	
10	Other:	EA	
11	Other:	EA	

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

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

12	Fixed Fee markup cumulative on Subcontractor Costs, other than items quoted above.	
	Dollar Amount Estimated on Subcontractor Costs	Fixed Fee
1	\$1 to \$5,000	\$
2	\$5,001 to \$10,000	\$
3	\$10,001 to \$25,000	\$
4	\$25,001 to \$50,000	\$
5	\$50,001 to \$75,000	\$
6	\$75,001 to \$100,000	\$
7	\$100,001 to \$125,000	\$
8	\$125,001 to \$150,000	\$
9	over \$150,000	\$
	<b>Average Fixed Fee for Subcontracts (divided by 9)</b>	<b>\$</b>

# VOLUME II – TECHNICAL PROPOSAL

For the convenience of the contractors, an electronic version of this RFP may be issued for your use. Any changes to the document's questions or language that differs from the wording as issued in the Project Manual dated 12/02/2013 other than to fill in answers for the questions asked, will constitute a non-responsible proposal.

## STATEMENT OF QUALIFICATIONS

Project Name: \_\_\_\_\_

### 1. OFFEROR INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Office: \_\_\_\_\_

Corporation       Partnership       Sole Proprietorship       Joint Venture

Other \_\_\_\_\_

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

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

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

### 2. LICENSING

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

b. License Classification: \_\_\_\_\_

c. License Number: \_\_\_\_\_

d. Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

Yes - free of suspension or revocation

No – Attached explanation

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

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

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

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

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

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

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

\_\_\_\_\_  
(Name)

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

Yes

No (Attach explanation)

3. EXPERIENCE

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

Yes

Number of Projects: \_\_\_\_\_

No

Project 1 Name: \_\_\_\_\_

Project 2 Name: \_\_\_\_\_

Project 3 Name: \_\_\_\_\_

Project 4 Name: \_\_\_\_\_

Project 5 Name: \_\_\_\_\_

b. State the average annual amount of work performed during the past five years:

\$ \_\_\_\_\_

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

4. **KEY PERSONNEL EXPERIENCE**

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

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

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

Yes      Number of Years: \_\_\_\_\_       No

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

Yes      Number of Projects \_\_\_\_\_       No

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

Yes      Number of Projects \_\_\_\_\_       No

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

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

Yes      Number of Years: \_\_\_\_\_       No

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

Yes      Number of Projects \_\_\_\_\_       No

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

Yes      Number of Projects \_\_\_\_\_       No

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

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

Yes      Number of Years: \_\_\_\_\_       No



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

( ) Yes      Number of Projects \_\_\_\_\_      ( ) No

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

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

( ) Yes      Number of Years: \_\_\_\_\_      ( ) No

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

( ) Yes      Number of Projects \_\_\_\_\_      ( ) No  
\_\_\_\_\_ Years with your firm: \_\_\_\_\_

Present Position/Job Title: \_\_\_\_\_ Years in position: \_\_\_\_\_

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

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

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

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

- a. Resources: Total number of current employees:
 

Project Managers	_____
Estimators	_____
Superintendents	_____
Foremen	_____
Tradesmen	_____
Administration	_____
Other	_____

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

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

See Attachment D       None

6. SURETY

a. Firm's current surety company:

\_\_\_\_\_

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

Yes                       No (attach explanation)

Contact Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Years utilizing this surety: \_\_\_\_\_ Maximum Capacity: \_\_\_\_\_

Aggregate Total of current surety in force: \_\_\_\_\_

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

Yes                       No (attach explanation)

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

Yes                       No (attach explanation)

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

_____	_____
Surety Company	Contact

_____	_____
Surety Company	Contact

_____	_____
Surety Company	Contact

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

Yes                       No (attach explanation)

7. SAFETY

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

Yes

No (attach explanation)

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

Name and Title

Specific Duties

_____	_____
_____	_____
_____	_____
_____	_____

Name and Title

Specific Duties

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

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ /

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

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

Yes

No (attach explanation)

8. INSURANCE & CLAIMS HISTORY

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

Yes  No (attach explanation)

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

Yes  No (attach explanation)

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

Yes  No (attach explanation)

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

9. QUALITY ASSURANCE – ATTACHMENT H

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

Yes  No

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

10. PROJECT SCHEDULING

a. Does your firm use computerized scheduling?  Yes  No

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

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

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

i. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

ii. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

iii. Project: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

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

If YES, please list projects

(1) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

(2) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

(3) Project: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Reason for assessment \_\_\_\_\_

## 11. LABOR CODE VIOLATIONS

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

Yes  No

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

Yes  No (explain)

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

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

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

End of GENERAL CONTRACTOR STATEMENT OF QUALIFICATIONS

**ATTACHMENT A**  
**STATEMENT OF QUALIFICATIONS**

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

**PROJECT DESCRIPTION**

Project Type: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact Phone No.: \_\_\_\_\_

---

**PROJECT EXECUTION**

Were Liquidated Damages assessed on this Project?     No  Yes    Days \_\_\_\_\_ \$ \_\_\_\_\_

Contract Type     Competitive Bid Lump Sum  
                           Negotiated Lump Sum  
                           Guaranteed Maximum Price  
                           Other (Describe)

---

**CUSTOMER SATISFACTION**

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

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**ATTACHMENT B**  
STATEMENT OF QUALIFICATIONS

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

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

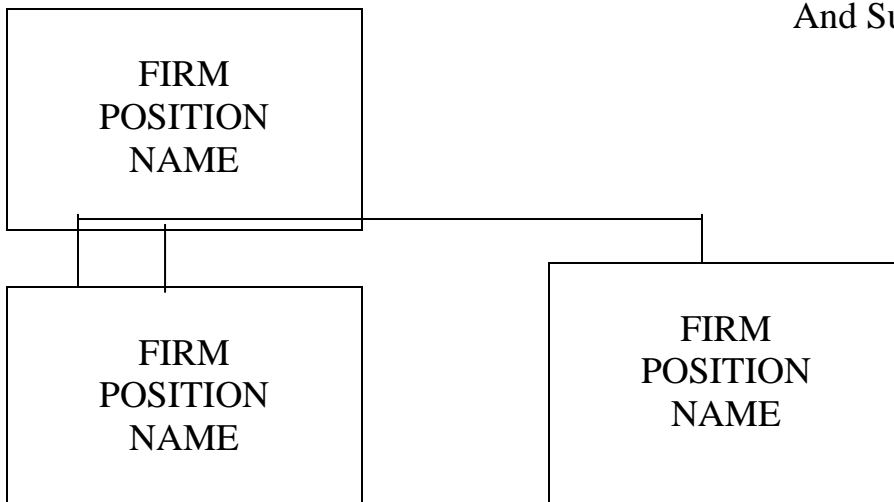
1. **EDUCATION**  
High School, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, Etc.
2. **RELATED EXPERIENCE**  
Related experience should include the following:
  - a. Position Title
  - b. Duties and Responsibilities
  - c. Major accomplishments
  - d. Number of personnel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



**ATTACHMENT C**  
**STATEMENT OF QUALIFICATIONS**

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

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



1. Indicate the relationship of the Safety Manager with others on the job site.
2. Indicate the relationship between the QA/QC Manager with other personnel on the job site.



**ATTACHMENT E**  
STATEMENT OF QUALIFICATIONS

**REFERENCE: 6.d. Notarized Declaration of Surety**

DOCUMENTATION FROM SURETY

**ATTACHMENT F**  
STATEMENT OF QUALIFICATIONS

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

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

Include Work Loss Incidents and History

**ATTACHMENT G**  
STATEMENT OF QUALIFICATIONS

**REFERENCE: 8.d. Letter from Insurance Carrier**

DOCUMENTATION OF INSURABILITY

**ATTACHMENT H**  
STATEMENT OF QUALIFICATIONS

**REFERENCE: 9.b. Written Quality Assurance Program**

SUBMIT ONLY ONE (1) COPY WITH SUBMITTAL PACKET

**ATTACHMENT I**  
**STATEMENT OF QUALIFICATIONS**

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

**Name of Firm:**

**Address:**

**Project**

**Reference:** (Name of Owner & Project)

**Request for Proposal #** \_\_\_\_\_

**Affidavit of Non-violation of Labor Codes**

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

NOTARY

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_

Seal \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT J**  
**STATEMENT OF QUALIFICATIONS**

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

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



# COMPLIANCE

***(REQUIRED LEGAL FORMS)***

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

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

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

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

– OR –

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

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

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



# CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

## CONFLICT OF INTEREST

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

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

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

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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