



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 20-013RMS

RFP TITLE: Banking and Fiscal Agent Services

RFP Schedule

Action	Date & Time
RFP Issued	9/19/2019
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	10/8/2019 @ 5:00pm (local time)
RFP Due Date and Time	10/18/2019 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Rebecca Simenson
Phone Number	505-878-6122
E-Mail	rebecca.simenson@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP Submittal Location

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

RFP Term

Albuquerque Public Schools reserves the right to enter into five (5) year contract with the option for three (3) additional one (1) year terms, not to exceed eight (8) years to the awarded Offeror(s).
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OFFEROR'S GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Owner” shall be Albuquerque Public Schools.

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

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

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

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

TERMS AND CONDITIONS

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

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

2. For Convenience

- a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
 - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
 - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

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

General Liability Insurance – per occurrence	\$2,000,000
General Aggregate - \$2,000,000	
Product/completed operations aggregate \$1,000,000	
Bodily injury, per occurrence	\$2,000,000
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
Bankers' Blanket Bond, per occurrence	\$5,000,000

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

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

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

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

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

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

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

PROTESTS

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

SCOPE OF WORK

OVERVIEW

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

RFP SCHEDULE

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

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of RFP 20-013RMS.

Scope of Work

Albuquerque Public Schools (the District) is requesting proposals to provide banking services. The District requires a bank that is fiscally strong, has a user-friendly online banking system and is able to provide the minimum required services on an uninterrupted basis. Banks responding to this RFP must be able to demonstrate a capacity to meet the District's requirements as stated.

All existing District accounts, their inter-relationships, and the bank services provided represent the minimum service level required of all banks responding to this RFP. If the responding bank proposes to provide identified services through a different method, this should clearly be identified in the response to the RFP. If the responding bank intends for any of the accounts and services to be provided by an external third party, this must be clearly stated in the response to the RFP along with the name of the third party. All requirements made of the bank via the final services agreement will extend to any such third party.

FEES AND CHARGES

The District does not intend on maintaining any compensating balances. However, the District reserves the right to utilize either a fee or compensating balance basis, or a combination of each, for payment of services under the agreement. Regardless of the payment basis, a reports of fees and charges is required monthly.

All item and account changes will remain at the proposal price quoted during the initial term, regardless of changes in service volumes during the period. As a frame of reference in negotiating fees, the District reserves the right to use the Western Region CPI as a general indicator of price movements. Any fee requests exceeding this will need to be justified by the bank.

OVERVIEW

The District's Finance Department handles all banking, treasury and investment activities as well as accounts receivable, accounts payable, payroll, and financial reporting functions. The Chief Financial Officer is responsible for managing the department and reports to the Superintendent. The Executive Director of Accounting and the District Controller will be primarily responsible for managing this agreement.

The District currently maintains a savings account and various checking accounts. The operating account serves as the primary checking account, with two zero balance accounts used to fund accounts payable and payroll. The merchant services account is used for deposits from athletic events, summer school, and credit card sales. The food and nutrition services (FANS) account is used for deposits from cafeteria operations at all 140 school sites. The FANS account is unique because each individual school site has a cafeteria account which rolls into the main FANS account. Both the merchant services and FANS accounts are deposit only. The savings account holds funds that are not immediately needed in the operating account and are not invested in treasuries or the local government investment pool.

BANK QUALIFICATIONS

Answer all of the following:

1. Does the bank possess the capability of serving the District with the minimum required banking services contained in this RFP? Yes or No.
2. Describe the bank's experience handling government accounts and public funds.
3. In order to fulfill the District's fiduciary responsibility to protect public funds, each bank submitting a proposal is to provide:
 - a. An audited annual financial statement for the most recent fiscal period.
 - b. The bank's most recent quarterly New Mexico Financial Institution State Deposits Quarterly Report, including the Risk Assessment information.
 - c. Provide the bank's Community Reinvestment Act (CRA) rating as stated by the Federal Financial Institutions Examination Council (FFIEC). The bank may provide a written response regarding the rating received.
 - d. Explanations of the bank's efforts to resolve items of concern that have been raised as part of recent ratings posted by bankrate.com and bauerfinancial.com, including Federal regulatory concerns or restrictions.
 - e. A statement regarding any recent or foreseen merger or acquisition.
 - f. Information about the stability of the bank's overall leadership, as well as that of the bank's divisions and representatives that it proposes to service the District.
4. Provide a copy of **all** agreements (whether referenced in this RFP or not) which will be required by the bank to be executed. Any changes required on the bank agreements will be made and agreed upon before award of the District's agreement.
5. Provide the following information on the account representative(s) to be assigned to handle the District's accounts and services.
 - a. Provide the name and title of the proposed account representative(s) and a short description of the individual's experience with the bank, other related experience and education.
 - b. Provide the name and title of the backup representative(s) and a description of their experience with the bank, other related experience and education.

6. Provide proof of current standings as an eligible public depository.
7. Have you ever had client account holder information compromised? Please explain.
8. Provide any other information the District should know about the bank not previously addressed.

PRICING

The pricing detail form is based on AFP (Association of Financial Professionals) codes and when completed it is to include all individual services to be provided in response to this RFP. All items listed on the pricing detail form represent current District services and are required to be addressed. If not applicable or not available, mark accordingly. Failure to respond to all required items will result in the proposal being deemed non-responsive. *Bank pricing sheets will not be accepted in lieu of the pricing form.*

Fees and service charges included in the successful proposal shall remain in effect for the initial period. However, any Federal Reserve service charge increase may be passed along to the District upon thirty (30) day written notice. Note the current Federal Reserve service charge on the pricing form if it is passed on. Should new services be required during the agreement period not contemplated by the RFP, those services will be provided at fees not more than the bank's then current published rate. Any changes in the fees will be negotiated and approved by the District in writing.

Answer all of the following:

1. Provide a signed written statement in which the bank attests that it understands and agrees with the following:
 - a. Pricing will remain at the proposal price quoted during the initial term, regardless of changes in service volumes during the period: Yes or No.
 - b. Any changes in fees will be negotiated and must be approved by the District in writing: Yes or No.
 - c. As a frame of reference in negotiating fees, the District reserves the right to use the Western Region CPI as a general indicator of regional price movements. Any fee requests exceeding this will be justified by the bank: Yes or No.
2. Confirm that the pricing forms have been filled out in their entirety, for every service requested and proposed, and attached to the proposal.

MINIMUM REQUIRED BANKING SERVICES

1. Consolidated Account Structure

The District currently has two zero balance accounts that roll to the operating account at the end of each day at Mountain Standard Time (MST).

Answer all of the following:

- a. Can the bank provide zero balance accounts that will sweep into a single primary account? Yes or No.
- b. Discuss the account structure proposed for the District.
- c. Provide any additional information the District should know.

2. Interest and Other Earnings

The District currently receives an earnings credit to offset monthly bank fees and earns interest on other operating and investment accounts held with the fiscal agent. It is understood that past interest rates are no guarantee of future rates.

Answer all of the following:

- a. Does the bank provide an earnings offset against the bank fees? Yes, No.
- b. Does the bank pay interest on other accounts? Yes or No. If yes, on which types of accounts? Provide current interest rates.
- c. If the District chooses to use compensating balances, how is the income calculated? Please explain the methodology employed.
- d. Provide any additional information the District should know.

3. Automated Cash Management Information Access

Current online services include but are not limited to:

- Prior day summary balance reporting on all accounts
- ACH Fraud Filter services
- Sweep Account activity
- Positive Pay exceptions/images
- Account transfers, incoming and outgoing wire transactions
- ACH activity
- Lockbox activity
- Intraday activity and return item detail
- EDI payment detail
- Electronic utility payments
- ARP services
- Credit card activity
- Monthly statements and service invoices

- Check returns, NSF's, images, search and related functions
- Self-administration function for allowing and changing District staff access

Answer all of the following:

- Does the bank provide online cash management services? Yes or No.
 - Fully describe the bank's online service capabilities, listing individual services.
 - Describe back-up provisions and procedures to the automated system in case of system unavailability so that service to the District remains uninterrupted.
 - State access times and update times for daily information.
 - State cut off times for outgoing wires.
 - Submit samples of major online screens and reports available.
 - How many hours has the online system been inaccessible in the last six months?
 - Is the online system proprietary or provided by a third party? If third party, what is the source?
 - What training is available for District personnel who will be using the system?
 - What self-administration functions are available to allow the District to control which employees have access to the various functionalities?
- I. Provide any additional information the District should know.**

4. Deposit Services - Coin, Checks, Incoming ACH

Deposit services include but are not limited to the following:

- Daily branch deposits into dedicated FANS accounts.
- Deposits will consist of coin, currency and endorsed checks. The District requires same bank day credit in all cash (coin and currency) deposits. Coin is deposited loose in bags and will not be rolled.
- All deposits received by the bank's established deadline must be processed for same day credit. The bank will guarantee immediate credit on all incoming wire transfers, U.S. Treasury checks, ACH transactions, and U.S. government security maturities, calls and coupon amounts.
- The District expects all checks to clear based on the bank's current published availability schedule, but any other availability policies are to be noted in the proposal.
- Returned items are re-deposited for collection automatically.
- The District uses lockbox services for deposits made after hours and on the weekends.

Answer all of the following:

- Do all local branches provide full deposit services, including coin counting, making change, currency conversion, etc.? Yes, No, or Limited. Explain.

- b. State the policy on cash deposits and availability through the bank. Clearly identify costs associated on the pricing form.
- a. Does the availability offered to the District differ from the published availability schedule? Does the bank offer expedited availability? Are any deposits or credits delayed?
- b. What is the bank's cut-off time to assure same day ledger credit?
- c. When are credit/debit advices available to the District online?
- d. What type deposit bags are used? Required?
- e. Are dual verification security measures used on receipt of deposits?
- f. If provisional credit is given on deposit before verification, when does verification occur?
- g. Does the bank guarantee immediate credit on all incoming wire transfers, **U.S. Treasury checks, ACH transactions, and U.S. government security maturities, calls and coupon amounts?**
- h. Include a list of all of the bank's deposit locations and alternatives within Bernalillo County.
- i. Incoming ACH services:
 - i. Is ACH service online?
 - ii. Is the District able to initiate individual ACH transactions online?
 - iii. Are ACH addenda shown in their entirety online and on reports?
 - iv. Describe available ACH filters and blocks.
 - v. State data transfer alternatives, requirements and limitations.
 - vi. State the availability policy for debit and credit ACH transactions.
- j. Lockbox services:
 - i. Does the bank provide lockbox services? Yes or No.
 - ii. Does the lockbox service include reporting and database access for all transactions? Yes or No.
 - iii. Provide the location of the lockbox processing center.
 - iv. Detail any supplemental costs the bank anticipates for the service and include on the pricing detail form.
- k. Provide any additional information the District should know.

5. Standard Disbursing Services - Checks and Outgoing ACH

Standard disbursing services for all accounts are required to include the payment of all District checks without charge upon presentation. Checks are written on Payroll and Accounts Payable accounts. Outgoing ACH payments are sent from Payroll for paycheck direct deposit on a biweekly basis, and from Accounts Payable twice per week.

Answer all of the following:

- a. Does the bank provide multiple methods of processing disbursements from cash accounts? Yes or No. Explain.
- b. Is imaging of all checks available? Yes or No.

- c. Are there additional fees for special signature requirements such as dual signatures?
- d. Does the bank offer extended storage for checks? Describe periods and conditions.
- e. Does the bank return checks? Is there a cost for the return of checks?
- f. Outgoing ACH services:
 - i. Is outgoing ACH available? Yes or No.
 - ii. Is outgoing ACH information online?
 - iii. Is the District able to initiate individual ACH transactions online?
 - iv. Are ACH addenda shown in their entirety online and on reports?
 - v. Describe available ACH filters and blocks.
 - vi. Describe the online exception reporting for ACH.
 - vii. State data transfer alternatives, requirements and limitations.
 - viii. State the availability policy for ACH transactions.
 - ix. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?
 - x. What is the deadline for transmission for payroll to credit employee accounts Friday?
- g. Provide any additional information the District should know.

6. Positive Pay

To safeguard against fraudulent checks, positive pay is currently used in the Payroll and Accounts Payable accounts. The District requires positive pay services with complete indemnification for fraudulent checks.

Answer all of the following:

- a. Does the bank provide positive pay? Yes or No.
- b. Is positive pay input (for manual checks) and exception handling available online? Yes or No.
- c. Describe the data transfer requirements or alternatives for check registers and individual checks (transmission requirements). How is information on individual manual checks created by the District and transmitted to the bank?
- d. How can check records be deleted by the District, if necessary?
- e. Are all checks, including those received by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on OTC transactions?
- f. How and when (what time of day) is exception information reported to the District? What is the response deadline on exception elections?
- g. What options are available on default disposition for exceptions?
- h. What review elements are available?
- i. Provide any additional information the District should know.

7. Account Reconciliation

The District would like to use online full reconciliation for all cash accounts. Full reconciliation includes checks cleared, outstanding, stopped payment on, and cancelled.

Answer all of the following:

- a. Does the bank provide full online reconciliation services? Yes or No.
- b. Describe the bank's online full reconciliation services.
- c. Provide a sample copy of an online full reconciliation report.
- d. How soon are online full reconciliation reports available after the end of each month?
- e. How long are physical checks retained?
- f. Is extended storage available?
- g. Is the cost for full reconciliation services included in the pricing form?
- h. Provide any additional information the District should know.

8. Wires and Funds Transfer Services

Wires, both incoming and outgoing, as well as internal funds transfers are to be real time.

Answer all of the following:

- a. Does the bank provide wire and fund transfer services?
- b. List the methods of wire initiation and monitoring available.
- c. Are there additional fees for initiation of online wires?
- d. Is a paper follow-up transaction required in addition to the online transaction?
- e. How will the bank notify the District of incoming wires? When?
- f. Describe the procedures to be used for repetitive and non-repetitive wires. Include a description of security provisions, PIN requirements, and back- up systems.
- g. What secondary or tertiary authorization features are available online? Is dual authorization required?
- h. Is future dating of wires available? How far in advance? For both repetitive and non-repetitive wires?
- i. State wire access times, posting times, and cut-offs.
- j. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of daily security activity or incoming wires.
- k. Provide any additional information the District should know.

9. Information Security

Please explain your practices regarding fraud detection services and management including:

- a. Account setup process, including password or biometric policy enforcement capabilities
- b. management process, including audit and accountability configuration
- c. real time detection services and capabilities

Please explain your encryption practices including:

- a. discuss the feature set of electronic signature and non-repudiation
- b. discuss security features sets to ensure encryption is enforced for bi-directional communications
- c. discuss web certificate requirements on both the servicer and client side
- d. discuss secure authentication and online session management to help prevent the theft of online credentials

Please provide a copy of your acceptable user policy.

10. Database Access

The District currently uses online services for researching all manner of transactions.

Answer all of the following:

- a. Does the bank provide an online database for all transactions? Yes or No.
- b. Explain what items are captured (checks, statements, deposit slips, deposited items, ACH transactions, etc.).
- c. Describe retrieval capabilities:
 - i. Are images available online?
 - ii. How long are images retained online?
 - iii. Is there an additional charge for extended online availability?
- d. What computer applications is this database compatible with?
- e. Provide an overview of the bank's security environment. Cover the physical and digital security and software safeguards in place to control access to funds transfer systems and client account information.
- f. Describe the backup and recovery capabilities in the event that the system is down and unavailable. What is the back-up process for continued day- to-day capabilities in this event?
- g. Describe the process and procedures for providing notification of changes/updates to technology.
- h. Will the bank provide IT resources to assist with file set-up, transfer, testing and issue resolution?
- i. Provide the bank's plans for education and training of District staff for the use of the bank's systems.

11. Collateral Requirements

Authorized collateral must be pledged against the total time and demand deposits net of FDIC insurance in accordance with New Mexico State Statute 6-10-16.

If securities are used as collateral, the pledging bank is responsible for providing the securities to be pledged and for forwarding them to the depository bank.

- The bank must make arrangements so that the depository bank provides an independent report directly to the District of the securities held on behalf of the bank and the District as independent verification of the bank's collateral pledge.
- The bank must also provide monthly statements reporting the name and CUSIP of the securities pledged, the par and monthly market value of said securities, and the amount of bank balances covered via the pledge.
- Both the bank and the depository bank reports are to be made available by email to designated District personnel on the first of the following month.

If an FHLB Letter of Credit (LOC) is provided as collateral, an original must be delivered to the District and replaced as often as necessary. LOCs are more appropriate for certificates of deposit where stated terms and account valuations are established.

The proposal must show agreement to each of the following terms and conditions in accordance with the Investment Policy:

- All collateral must be held in an independent, third party bank outside the bank's holding company.
- A tri-party safekeeping agreement shall be executed between the District, the depository and the safekeeping bank for custody of pledged securities in full compliance with FIRREA, or completion of Circular 7 if the Federal Reserve is acting in the capacity of custodian.
- The bank will be contractually liable for the continuous monitoring and maintaining of collateral at the District's required margin requirement.
- The bank will make arrangements for the District to receive evidence from the custodian of pledged collateral via monthly safekeeping reports to be received the first day of the following month, and notification of changes as they occur. These may be sent via email to designated District personnel. Said report will include CUSIP, security name, market value of pledged amount, pledging bank name and account number for FRB reports, and any other relevant information.
- The District shall receive a report of pledged collateral from the pledging

bank through the end of each month, to be received within 3 days of month-end, with notification of changes as they occur. Said report is to include CUSIP, agency name, par value, market value, amount of bank funds being collateralized, and amount of collateral over bank funds to show collateral requirement met.

- Must be held in the District's name.
- The District will grant substitution rights for pledged collateral if the bank obtains the District's prior approval and if substituting securities are delivered to the custodian prior to the pledged securities being removed from safekeeping.
- Authorized collateral includes: securities of the U.S. government, its agencies and instrumentalities; securities of the state of New Mexico, its agencies instrumentalities, counties, municipalities or other subdivisions; or, letters of credit issued by a federal home loan bank. Securities are to be investment grade.
- Maturities of ten years or less.

Answer all of the following:

- a. Does the bank agree with each and every required collateral condition stated above? List and answer Yes or No. If no, explain.
- b. Does the bank propose any collateral charges and, if so, how will the charge be applied? (Note any additional charges incurred as a result of the conditions, such as security type restrictions, on Exhibit C, Other.)
- c. Provide the bank's three-party collateral agreement.
- d. Provide any additional information the District should know.

12. Account Management, Reporting and Invoicing

Online monthly service and fee reports must be provided for each account and on a consolidated account basis by the tenth of the succeeding month.

Answer all of the following:

- a. Does the bank provide an online monthly service and fee report useful to the District for reviewing and analyzing its services and activity? Yes or No.
- b. Does the District have any choice in the format or content of this report, i.e. are there online options the District can select for this report? Yes or No. Explain.
- c. Can the report be downloaded into EXCEL or another format for sorting and evaluation, and to simplify charging to the District's account system units?
- d. What services does the bank provide to help the District manage the

- e. account fees?
- e. Does the bank use fees or compensating balances?
- f. Provide a sample monthly service and fee report including calculation bases.
- g. Does the bank provide an earnings allowance?
- h. State how payment by the District is expected to be made.
- i. State when the analysis will be available online each month.
- j. Is the online report printable and capable of being downloaded into EXCEL for the District's use?
- k. Provide any additional information the District should know.

13. Monthly Statements

Monthly account statements are required on all accounts with complete supporting documentation. Timeliness of statements is critical. If for some reason the bank has online system problems, a fax or email of statements will be acceptable.

Answer all of the following:

- a. Does the bank provide online month-end statements by the second business day of the following month? Yes or No. Explain.
- b. Provide statement samples.
- c. Describe the online statement function and its accessibility.
- d. Provide any additional information the District should know.

14. Overdrafts, NSF, Stop Payments, and Collection Demand

Answer all of the following:

- a. State the bank's policies regarding:
 - i. account and total account overdrafts,
 - ii. NSF checks,
 - iii. stop payments, and
 - iv. collection demands.
- b. Detail fees, if any, to be charged on a per-event or per-account basis and be sure they are included on the pricing form.
- c. Do draws through the ACH Fraud Filter create an overdraft in the associated account? If so, are there any fees?
- d. Are NSF checks automatically re-deposited? How many times?
- e. Describe the online access to NSF information and what services apply to this.
- f. Do additional deposit fees apply?
- g. Is the bank able to process the second presentment as an ACH to be targeted on a particular date for improved collection?
- h. How long do stop pays remain in effect normally? What options are

- available to extend stop pay periods?
- i. Is stop pay information available online?
- j. What is the deadline for same day action on stop pays?
- k. Describe the online stop pay process and associated services, including access to current and expiring stop pays.
- l. Will the teller and clearing system verify check status before accepting checks?**
- m. Provide the stop pay access times, authorization levels and notification requirements.
- n. Provide any additional information the District should know.

15. Merchant Card Services

The District accepts credit and debit card payments from the public.

Answer all of the following:

- a. Does the bank offer merchant card processing services? Yes or No.
- b. How long has the bank offered merchant card processing services?
- c. Is a third party processor used? If so, provide information.
- d. Describe the bank's processes in collecting convenience fees? What is the percentage charged?
- e. Can the bank assist in, or have software available, for online payments to the District?
- f. How many customers (entities and cards) does the bank currently serve?
- g. Describe the authorization method process used. How are incorrect authorizations reversed?
- h. What is the funds availability schedule? Is it negotiable? Is settlement by ACH?
- i. Describe the bank's debit card processing capabilities. How are debit vs. credit cards identified? Can a debit card be programmed to the lowest cost network?
- j. Describe the transmission process.
- k. Describe the monitoring and notification process if transmissions fail.
- l. Is data imaging available? Describe.
- m. Describe the dispute resolution process.**
- m. Describe the bank's security measures for internet transactions and unauthorized use.
- n. Are there limitations by day, file or batch?
- o. List any processor specific hardware needed.
- p. Are there limitations on the number of transactions by batch or day?
- q. Include a copy of the bank agreement expected to be used.
- r. Provide any additional information the District should know.

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. 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
Qualifications Submit company profile; Submit detailed information describing your company's qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company's competence as it relates to the competencies required to perform the requested services.	25	
Experience Submit a minimum of three (3) past and/or current customers that your company has provided similar services as the requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.	20	
Assigned Personnel to APS Submit information of your company's staff that will handle or manage all aspects of the awarded contract with APS. Include roles, responsibilities, staff resumes and organizational chart.	20	
Approach/Methodology Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work. Include detailed services that will be provided, timelines, milestones, deliverables, etc. as applicable.	25	
Pricing Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work.	10	
Total Possible Points	100	
Interview (if needed)	50	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. <ul style="list-style-type: none"> • 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue. 	10	
Total Possible Awarded Points	100-160	

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

SUBMITTAL REQUIREMENTS

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

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

Offeror shall submit one (1) original proposal clearly marked **ORIGINAL**, five (5) identical copies clearly marked **COPY** and one (1) identical electronic copy (flash drive labeled with your company name and RFP number). Email and fax copies are **NOT** an acceptable form of an electronic copy.

PROPOSAL – DETAILED REQUIREMENTS

1. Proposal Format

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

Proposals shall not exceed 60 pages total for all of the tabbed sections listed below excluding Tab 1, 6 and 7. Each sheet face that is printed with text or graphics counts as one page. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles: Front and Back cover do not count towards page count.

Tab 1 – Letter of Submittal

Tab 2 – Qualifications

Tab 3 – Experience

Tab 4 – Assigned Personnel to APS

Tab 5 – Approach/Methodology

Tab 6 – Price Proposal

Tab 7– Required Forms

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

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

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

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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



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

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

– OR –

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

Signature

Date

Title (position)

Offeror Business Name



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

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____



ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

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

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



Signature _____

Title _____

Offeror Business Name _____

Date _____

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

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

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

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

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