



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP #20-023 RRR

RFP TITLE: PLAYGROUND EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR

RFP Schedule

Action	Date & Time
RFP Issued	4/13/2020
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	4/23/2020 @ 5:00pm (local MST time)
RFP Due Date and Time	5/05/2020 @ 3:00pm (local MST 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	Robert Rodarte, CPPO, CPPB
Phone Number	(505)878-6125
E-Mail	Robert.Rodarte@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 Procedures

ON LINE ONLY	USPS Mailing Address NOT APPLICABLE
<p>Due to the recent development of the covid-19 virus in New Mexico and guidance from the Governor, Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.</p> <p>IMPORTANT INFORMATION: Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time</p> <p style="text-align: center;">https://vrapp.vendorregistry.com/Vendor/Register/Signup</p> <p>Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.</p> <p><u>Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time</u></p>	

RFP Term

Alb Per §13-1-154.1 NMSA 1978, contract 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).



ALBUQUERQUE
PUBLIC SCHOOLS

3/26/2020

ATTENTION:

Due to the recent development of the covid-19 virus in New Mexico and guidance from the Governor, Bids and Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.



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

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

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

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

TABLE OF CONTENTS

TABLE OF CONTENTS	PAGE #
OFFERORS' GENERAL INSTRUCTIONS	4
TERMS AND CONDITIONS	9
PROTESTS	13
SCOPE OF WORK	14
EVALUATION CRITERIA	32
SUBMITTAL REQUIREMENTS	34
LABOR PRICE PROPOSAL	39
COMPLIANCE FORMS AND ATTACHMENTS	44
PROPOSAL CHECKLIST	49
NM DEPT. OF WORKFORCE SOLUTIONS PREVEILING WAGE RATES	51

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. Time is subject to Mountain Standard Time. 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 received 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 on its website, 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. 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.
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. 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 to 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 will **NOT** accept proposals electronically, by fax, or email. **A HARDCOPY WITH 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 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 service is late. 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 the District 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 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 (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 the payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS's obligation to make payments 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. **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. And, 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.

9. **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 the Offeror’s Employees, Agents or Subcontractors. Offeror 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 Offeror’s operation shall be repaired and/or restored to their original condition at the Offeror’s expense.

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

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
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

11. **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 (3) 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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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 RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless the 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.
20. **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.
21. **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, indicates to the seller that are goods/services are conforming and fails to make an effective rejection.
22. **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.
23. **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
24. **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 and **NOT** this RFP or any response.

PROTEST

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 (NMSA1978, §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 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 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 Playground Equipment, Installation, Maintenance and Repair.

SCOPE OF WORK

APS is seeking Contractor(s) who possesses the experience, ability and resources to provide playground equipment, installation, maintenance, and repair. APS desires high quality, competitively priced equipment that is manufactured and installed per ADA requirements; consumer product safety standards for playground equipment and surfacing; Building Codes; federal, state, and local requirements and regulations; and APS expectations.

CATEGORY 1: PLAYGROUND - DESIGN, REMOVAL, SITE PREPARATION, INSTALLATION, MAINTENANCE AND REPAIR

Requested Services - The complete range of services available from the Offeror such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, and any other related services to provide customer support.

GENERAL REQUIREMENTS

1. All equipment will conform to the most recent Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM) and International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications.
2. All equipment will comply with the American Disabilities Act (ADA) regulations.
3. Assess, evaluate and determine the safety and operational status of the various types of equipment, structures and fixtures found within educational playgrounds facilities. Provide a complete and comprehensive report identifying areas of concern and equipment needing maintenance, repair and/or replacement.
4. Develop a short-term action plan to remediate, resolve and/or remove any unsafe conditions and establish a long-term maintenance program for maintaining APS facilities in good working conditions.
5. Provide APS with necessary construction services for demolition, site preparation and installation of all equipment offered under this RFP.
6. Provide APS employees with the necessary training and support services to allow their staff to conduct safety inspections, to perform maintenance according to manufactures instructions, and install equipment, structures and fixtures according to manufactures specifications.
7. Upon request, provide the labor, equipment, supplies and materials to inspect existing facilities and make any maintenance and repairs required to bring the facility into good working order.

NEW MEXICO CONTRACTOR REQUIREMENTS:

1. GB-98. Contract as the prime contractor of a project that involves work authorized by the GB-98 license classification, regardless of the percentage of work in the mechanical, plumbing, or electrical trades other classifications. The work outside the scope of the prime contractor's license classification(s) must be subcontracted to an entity validly licensed in the appropriate classification(s).
2. GF-5 for recreation areas to construct, prepare, clear, repair or alter facilities for use as recreation areas, including, but not limited to, golf courses, tennis courts, playgrounds, outdoor athletic facilities, miniature golf courses, pitch-and-putt golf courses. May prepare the area by excavation, fill, including foundations, retaining walls, sprinkler systems, rest benches, shade and rain shelters.
3. A contractor with this GS-29 classification is not authorized to bid and contract as the prime contractor an entire project if the installation of playground equipment is merely a part of a larger project. For such projects, the contractor must have the GF-5 or GB-98 classification to be the prime contractor. The GS-29 "installation of playground equipment" contractor must be a sub-contractor to either the GF-5 or GB-98 prime contractor in such cases.

BONDING

1. Any subcontractor doing work that is considered construction will need to have the appropriate contractor license as issued by New Mexico Construction Industries. Any subcontractor doing work that is considered construction and the subcontract is over \$125,000 will need to be bonded to the prime contractor per "NMSA 1978 13-1-148.1. Bonding of subcontractors." If the installation of materials is not considered construction, then the installers does not need a contractor license.
2. Any project that is considered construction, the contractor is responsible for applying for all permits and inspections to comply with state and local building codes.
3. A \$25,000 dollar bid bond is a requirement to submit a response to this Request for Proposal (RFP). Acceptable bid bond forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.
4. Provide performance and payments for all projects over \$25,000 as required by 13-4-18 NMSA 1978. For projects under \$25,000 APS may impose in its sole discretion performance and payments bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to APS. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the APS at contract execution. Copies of the performance and payment bonds must be provided to APS within five business days of the Contractor's receipt of the APS purchase order.
 - A. Any project that is considered construction will require a building permit.
 - B. All projects over \$60,000 dollars the contractor will be required to:
 - a. Pay New Mexico state wage rates as required by Public Works Minimum Wage Act 13-4-10 to 13-4-17 NMSA 1978.
 - b. Adhere to all the requirements of the Subcontractors Fair Practices Act 13-4-31 to 13-4-42 NMSA.
 - c. To have a valid contractor license as required by the Construction Industries Licensing Act 60-13-1 to 60-13-59 NMSA 1978 and NMAC 14.6.3 - Contractor's License Requirements and keep it current during the term of the contract.
 - d. The Contractor is responsible to ensure that all Subcontractors have current contract licenses as required by Construction Industries Licensing Act 60-13-1 to 60-13-59 NMSA 1978 and NMAC 14.6.3 - Contractor's License Requirements.
5. During the term of the contract the Contractor and any Subcontractor will need to have a current New Mexico Contractor Public Works Registration as defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978.
 - A. Any project that is considered construction, the contractor is responsible for applying for all permits and inspections to comply with state and local building codes.
 - B. A **\$25,000 dollar bid bond** is a requirement to submit a response to this Request for Proposal (RFP). Acceptable bid bond forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.

- C. Provide performance and payments for all projects over \$25,000 as required by 13-4-18 NMSA 1978. For projects under \$25,000 a APS may impose in its sole discretion performance and payments bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to APS. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the APS at contract execution. Copies of the performance and payment bonds must be provided to APS within five business days of the Contractor's receipt of the APS purchase order.
- D. Any project that is considered construction will require a building permit
- E. Any provision of federal, state and/or local rules, regulations and codes governing that are required for this RFP will be read as if they were in this document, whether they are physically included.

STATE AND FEDERAL STATUTES AND REGULATIONS

The Offeror must conform to the following Building Codes, State of New Mexico Statutes AND Federal Regulations, Statutes and Policies.

1. NFPA 54 - 2018 National Fuel Gas Code
2. NFPA 58 - 2017 Liquefied Petroleum Gas Code
3. Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978
4. Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978
5. Provisions of 13-4-1 to 13-4-9 NMSA 1978
6. Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA 1978
7. Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
8. Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA 1978
9. Construction Industries Licensing Act, Sections 60-13-1 through 60-13-29 NMSA 1978

REFERENCE SPECIFICATIONS

1. F1292 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment
2. F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use
3. F1918 Standard Safety Performance Specification for Soft Contained Play Equipment
4. F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
5. F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
6. F2223 Standard Guide for ASTM Standards on Playground Surfacing
7. F2373 Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months
8. F2479 Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing

PROJECT SITE

1. The contractor shall hold Albuquerque Public School and its employees, students and staff harmless from damage from trespassing on property by others
2. There shall be no dumping of construction debris or other material on APS or Participating Entity's property.
3. Any material that requires special handling as dictated by federal or state law shall be removed and disposed by the contractor at the end of the project.
4. Project site to meet all OSHA requirements.
5. Provide pedestrian protection and warnings during construction which comply with local, Federal, and OSHA codes.
6. Prior to erection of any kind, the Contractor shall grade, backfill, and otherwise prepare the job site to ensure safe working conditions.
7. Any grade or elevation situations which deviate from the approved plans and drawings shall be approved by the APS representative and the equipment manufacturer prior to installation.

UTILITY SERVICES

1. (Electrical, water, gas, etc.) Utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the contractor and can only be transferred to the APS on written agreement between APS and Contractor.
2. All work will be in compliance with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the APS and Participating Entity representative of the situation. The contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a fire, health, safety or UBC code or safety standard.

DELIVERY, STORAGE AND HANDLING

1. Store packaged products in original, unopened packaging until ready for installation.
2. Store and dispose of solvent-based materials and materials used with solvent-based materials in accordance with requirements of the State of New Mexico.
3. Protect all products from weather as specified by manufacturer instructions.

WARRANTY

1. Warranty for all structures and components must be direct from the manufacturer and non-prorated for the entire term.
2. Extended warranties can be offered and provide a detailed description along with their associated costs. Include what is and is not covered
3. All warranties will begin on the date of final acceptance by the member.
4. Labor and installation: 1 year
5. Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship.
6. Playground Equipment
 - A. Warranties will begin on the date of final acceptance by the member.
 - B. Equipment, materials and labor shall be warranted at a minimum as follows:
 - C. Support posts (5"): Lifetime
 - D. Support posts (under 5"): 15 years
 - E. Hardware: Lifetime
 - F. Stainless steel slides; pvc-coated metal decks Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs: 15 years.
 - G. All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware: 15 years
 - H. Plastic parts: 10 years
 - I. Moving parts: 2 year
 - J. Outdoor wood components: 12 years
 - K. Safety surfaces: 5 years

PLAYGROUND EQUIPMENT GENERAL

1. The Offeror must be able to demonstrate that the proposed playground equipment is designed and developed to minimize the risk of injury to children. Through written documentation, Offeror must describe firms and manufacturer's products and services offered.
2. The CPSC has determined that certain kinds of playground equipment are more hazardous than others. APS will not accept on contract the following types of equipment for public playground installation: roller slides; multiple occupancy swings, animal figure swings, rope swings, swinging exercise rings, trapeze bars and trampolines. Under certain conditions, some of the restricted items are permitted by CPSC guidelines. If you offer any of the restricted equipment, cite the CPSC reason for inclusion and how you will ensure that the end user understands the risks and conditions in which they are accepting this equipment.
3. APS reserves the right to reject any of the following equipment, without cause:
 - A. equipment greater than 10 feet in height;

- B. wood products not treated with approved chemicals;
 - C. basketball nets made from chain;
 - D. teeter-totters without limiters; merry-go-rounds;
 - E. Swings attached to play structures.
4. If the indoor play equipment is a wood product, solid, hard maple, is preferred. Plywood or particleboard is not acceptable for play products or furniture. Tabletops may be particleboard if plastic laminated and non-warping. Plywood panels may be used in toddler chairs if framed with maple. Other hardwoods may be substituted for maple, but APS reserves the right to determine if the substitution is acceptable. Describe the wood used in the products you will place on contract. All lacquered or painted surfaces must be guaranteed as “safe for children’s toys”.
 5. If you are using steel pipes on outdoor playground equipment, it must be galvanized throughout. All ferrous metals must be painted, galvanized or treated to prevent rust.
 6. Wood used in outdoor active play equipment should be pine or redwood. The pine must be pressure treated; redwood may be natural. If you offer some other woods, explain why they meet or exceed the quality of redwood or pine. Creosote, pentachlorophenol, and tributyl oxide are too toxic or imitating to be used as a preservative, as are pesticide-containing finishes. Copper and zinc naphthenates and berates may be used to treat wood. All outdoor wood components should have a 12-year warranty.
 7. Complete instructions for installing outdoor play equipment must be provided to the APS member. When installed and tightened according to manufacturer's instructions, all fasteners, connections and covering devices should not loosen or be removable without the use of tools. Lock washers, self-locking nuts or other locking means shall be provided for all nuts and bolts. No part of the assembly should be able to be dismantled without tools. All fasteners must be corrosion resistant and have no rough or sharp parts that can cause injury. All S-hooks must be as tightly closed as possible. Any parts requiring lubrication should have easy access or be self-lubricating.
 8. Metal surfaces on platforms and slide must be fabricated and be coated with a vinyl or power coated finish in such a manner as to avoid burn injury.
 9. All products offered under this lot must meet or exceed the outdoor equipment standards of the guidelines published by the CPSC in the following areas: stairways and ladders; rungs and other hand-gripping components; handrails; access and transition from platforms; platforms and protective barriers.
 10. The Offeror must be able to provide maintenance/repair products and services with qualified service technicians, who possess the knowledge, background and experience with all the equipment being offered under this category. The Offeror will use only replacement parts and materials that meet or exceed the specifications of the original manufacturer’s parts.
 11. The following items are intended to establish minimum standards for quality and safety of products requested by APS and its members.
 - A. All manufacturers’ equipment offered as part the response will meet the International Organization for Standardization (ISO) certification. Written evidence of level ISO 9001 certification is preferred.
 - B. All equipment offered as part of the Offeror’s response must comply with latest edition of ASTM F 1487 and provide proof from the manufacturer of the equipment satisfies the requirement of the standard.
 - C. All equipment, surface impact attenuation of surface systems under and around playground equipment, and engineered wood fiber for use as playground safety surface under and around playground equipment must be meet IPEMA Certification and conform to the following ASTM1487.01, ASTM F1292-99, ASTM F2075/4.6, U.S. Consumer Products Safety Commissions Standard, Americans with Disabilities Act (ADA) requirements for accessibility and ASTM F1951 for ADA requirements for surface material. A copy of certification to standards must be provided.
 - D. As an alternate, equipment offered can to conform to the German standard for safety of playground equipment, DIN 7926
 - E. The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed.

- F. All playgrounds designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated components by transfer points.
- G. When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard.
 - 1. The Offeror will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age-appropriate and present no safety risk to the public, who will have access to and will use the playground area. If the Offeror has any concerns and/or issues relating to the project, the Offeror is responsible for communicating these in writing to the APS member.
- B. The Offeror will provide installation instruction, site drawing, and drainage plans by a licensed professional for member to be used by the installer of the play equipment installer. To include but not limited to:
 - 1. Number of play features that are ADA accessible.
 - 2. ADA accessible routes.
 - 3. Site preparation for installation of play equipment and surfacing to include borders, walkways, pad for surfacing materials, etc.
 - 4. If engineered wood fiber is used, then rubber mats will need to be provided in the at excessive wear areas, such as slide exits, under swings, and sliding poles, mat should be placed on 6" of surfacing with another 6" of surfacing on top of mat.
 - 5. Access paths of resilient tiles or poured in place surfacing will be used, when possible, to permit wheelchair access to play equipment.
 - 6. All surfacing materials will meet CPSC guidelines and ATSM requirements.
- C. All components of a playground system offered must meet or exceed all of the standards and specifications specified herein and shall have limited warranties.
 - 1. All moving parts will be fully guaranteed against corrosion, deterioration and/or workmanship for at least two (2) years after installation and acceptance by APS. Any exceptions shall be clearly stated in the Offeror's response.
 - 2. Artificial play surfaces must be guaranteed against material defects and workmanship for five (5) or more years.
 - 3. Plastic and metal components will be guaranteed against corrosion, deterioration and/or workmanship for at least ten (10) years.
 - 4. All outdoor wood components should have a 12-year warranty.
 - 5. Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs will be guaranteed against corrosion, deterioration and/or workmanship for at least fifteen (15) years.
 - 6. All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware will be guaranteed against structural failure due to corrosion, deterioration or workmanship for fifty (50) or more years.
 - 7. For the first two (2) years after any playground system installation, the Offeror must be able to perform two annual inspections of the installed system. Offeror will provide the APS with a written inspection report showing the conditions of the equipment and any/all recommended maintenance or repairs that need to be made. Provide any expenses that are not covered by the warranty.

INSTALLATION

- 1. Manufacturer will submit complete specifications for all play equipment offered under this category. These specifications will be used for comparison among manufacturers during the evaluation process.
- 2. All playground equipment will be professionally installed by New Mexico licensed factory certified crew.

3. All sites will be examined for suitability prior to any site preparation and installation of equipment by the Offeror. If the proposed site is to be prepared by the APS member installer, the Offeror must communicate all site requirements and conditions prior to accepting the proposed project. Prior to installing any equipment, the Offeror must accept the site conditions as meeting all requirements.
4. Prior to installation, the natural features of the site will be evaluated for suitability with the results reported to the APS member. These features will include topography (drainage), soil conditions, vegetation, climate (direction of prevailing winds, seasonal sun angles) and natural forces (flood plain).
5. The location of underground and overhead power utilities, telephone, gas, cable and water lines will be determined prior to installation of playground equipment. Playgrounds will not be built over underground utilities or beneath high-power lines.
6. Playgrounds will be built within easy access of parking and site restrooms.
7. Playgrounds will be visible from the street or in a place of ease for adult supervision. A telephone for use in an emergency will be placed nearby, when possible. Bicycle trails and pedestrian pathways will not be intrusive.
8. Unless otherwise specified, all footings shall be 34" below Finished Grade on all in-ground play events/posts. If surface mounting is required, a 2" below grade surface mount detail will be supplied. Other types of anchoring for specialty installation shall be available upon request.
9. Steel and aluminum posts shall be installed per manufacturer instructions.

EQUIPMENT

1. Playground equipment may be manufactured using recycled materials.
2. Purified fractional-melt high-density polyethylene (HDPE), if used, will have all food residues, waste and adhesives removed prior to molding or extrusion.
3. Multiple-melt flow high- or low-density polyethylene (HDPE/LDPE) will be purified and contain no oils from food or adhesives.
4. The use of composites of LDPE and a secondary fiber (such as sawdust) will not be permitted, unless independent lab studies document that the resulting product is not vulnerable to moisture deterioration, termite damage or failure at low temperatures.
5. Commingled plastics will not be permitted.
6. If tires are used in any part of the structure, the color will not rub off on children or their clothes.
7. Upon installation of a playground system, the manufacturer will provide (at no extra cost) a personalized permanent sign for the site that identifies the equivalent number of plastic containers, aluminum cans, steel cans, car tires and other recycled materials used to make the structure.
8. Product-specific maintenance kits will be provided with each play system.
9. **MINIMUM STANDARD REQUIREMENTS:** The following items are intended to establish minimum standards for and level of quality of materials requested by APS and its members
 - A. All materials shall be structurally sound and suitable for safe play. Durability shall be insured on all steel parts by the use of color-coordinated coatings such as zinc plating or powder coating.
10. **HARDWARE AND FASTENERS**
 - A. Primary fasteners to be socketed and pinned, tamperproof in design, either carbon-steel plated with zinc/nickel and iridescent chromate finish, or stainless steel.
 - B. All hardware is to include a locking patch type material. The material, when allowed a 72-hour cure time, shall require a minimum of four (4) times the installation torque to remove the fastener.
 - C. The Offeror will provide APS's maintenance personnel with a set of special tools for pinned hex fasteners and any other special fasteners as part of the purchase price.
 - D. Bolt links shall be steel forged with a zinc alloy finish.
11. **METAL COMPONENT**
 - A. All metal components that will come in contact with children's hands or body will be coated with a protective covering. They shall be thoroughly cleaned in a hot phosphatizing pressure washer, and then primed with a clear acrylic thermosetting solution. Primed parts shall be dipping in U.V. stabilized, liquid poly vinyl chloride, and then salt cured per manufacturer specification. The

finished coating shall be approximately .080", plus or minus .020" thick, at an 85-durometer hardness and have a matte finish.

- B.** All other metal components to be powder coated shall be free of excess weld and spatter. Parts shall be thoroughly cleaned in a pre-treatment system with a hot phosphatizing bath with a non-chrome seal for corrosion resistance and thoroughly dried.
- C.** Powder coating shall be electrostatically applied, and oven cured to an average thickness of 4 mils.
- D.** Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117).

12. DECKS

- A.** Decks of various sizes and shapes will be offered including, but not limited to, one-piece square decks, one-piece corner decks, two-piece hex decks, one-piece triangular decks, and various extensions for each, as needed. Decks shall be of modular design.
- B.** There shall be four (4) slots in each face to accommodate face mounting of components.
- C.** Decks shall be manufactured from a single piece of low carbon 12-gauge sheet steel conforming to ASTM specification A-569. The sheet shall be perforated, then flanged formed and reinforced as necessary to insure structural integrity.
- D.** Decks shall be protective coated and shall be designed so that all sides are flush with the outside edge of the supporting posts.
 - a.** Rotationally molded poly parts shall be molded of a linear low-density polyethylene that is U.V. and color stabilized. Wall thickness may vary from .187" (3/16") to .312" (5/16"), depending upon use. Rotationally molded products shall meet or exceed tensile strength of 2700 psi per ASTM D-638.
 - b.** High-density polyethylene parts shall be manufactured from material that is compression molded 3/4" thick, high-density polyethylene that has been specially formulated for optimum U.V. stability and color retention. Compression molded products shall meet or exceed density of .933 G/cc per ASTM D-1505, tensile strength of 2400 psi per ASTM D-638.

13. POSTS

- A.** Post lengths shall vary depending upon the intended use and shall be a minimum of 42" above the deck height.
- B.** All posts shall be powder coated as specified.
- C.** All posts shall have a "finish grade marker" positioned on the post identifying the 34 bury line required for correct installation and the top of the loose fill protective surfacing.
- D.** Top caps for posts shall be aluminum die cast and powder coated to match the post color.
- E.** Caps shall be factory installed and secured in place.
- F.** A molded low-density polyethylene cap shall be pressed onto the bottom end of the post to increase the footing area from 2 square inches to 20 square inches and serve as a moisture barrier.
- G.** Square aluminum posts shall have a minimum wall thickness of .125", be extruded of 6061-T6 aluminum alloy, and have rounded corners and ribbed faces for maximum safety.
- H.** Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a 1/4" x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be powder coated of a specified color.
- I.** 5" x 5" aluminum supporting columns shall have a wall thickness of .093" and be extruded of 6063-T6 aluminum alloy and have rounded corners and ribbed faces for maximum safety. The extrusion shall conform to Federal Specification QQ-A-200/Q and ASTM B-221.
- J.** Bolt bracket holes shall be factory drilled where necessary for proper installation. Caps and columns shall be powder-coated to a specified color.
- K.** Steel posts shall be manufactured from 5" O.D. tubing with a wall thickness of .120", shall be galvanized after rolling, and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.
- L.** Aluminum posts shall be manufactured from 6061-T6 extruded tubing conforming to ASTM B-221 and QQ-A-200/8. Posts shall have a 5" outside diameter with a .125" wall thickness

M. All pipe bolts shall be extruded of 6061-T6 aluminum alloy that measures 1 1/8" O.D. with a wall thickness of 5/16". All pipe bolts shall be tapped at both ends for 5/8" x 1 1/2" standard fastener with a stainless-steel washer.

14. Rails and hand loops shall be manufactured from 1 1/8" O.D. steel tubing with a .120" wall. Each end of the rail/hand loop shall have a stainless steel knurled welded insert. Exposed rails, loops and hand bars shall be protective coated. Connection to the posts shall use the bolt bracket assembly.

15. Aluminum arches shall be manufactured from 6061-T6 alloy. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to the arch. Arches shall be powder coated to a specified color.

16. CLAMPS AND HANGERS

A. All clamps, unless otherwise noted, shall be die cast with a 369.1 aluminum alloy and have the following mechanical properties: ultimate tensile: 47,000 psi; yield strength: 28,000 psi; elongation: 7% in 2 inches; shear strength: 29,000 psi; endurance limit: 20,000 psi.

B. Offset hanger clamp assembly shall use an offset design concept to attach standard pipe rails to posts. Offset hanger clamp shall use standard fasteners to secure rail to clamp. One (1) half clamp above shall be supplied with each offset hanger clamp.

C. Deck hanger clamp assembly will attach decks to 5" posts. Each clamp shall be pre-drilled for acceptance of a stainless steel (deck) stud, and stainless-steel nut and washer shall complete attachment hardware. One (1) half clamp shall be supplied with each deck hanger clamp.

D. "T" clamp assembly will connect 5" beams to 5" posts and shall be permanent mold cast of 365 alloy and treated to T6 hardness and welded to 5" aluminum beams. Two (2) half clamps shall be supplied with each "T" clamp.

17. SPECIAL COMPONENTS

A. Special components for play systems will include ring bridges, horizontal ladders, spiral climbers, play enclosures, arch bridges, loop ladders, single and double-wide slides, tunnels, slidewinders, transfer modules, ramps, belt bridges, step ladders, chinning bars, barriers, panels (image, bubble, puppet, zoo, driver, finger maze, tracing, store, table, hole, window, tic-tac-toe, math, spelling, sand shute, sand and water, house, ball, slant entrance, sound chimes, project, geometric, block, bead and block, gear, paint, match 4, etc.), slide hoods, various slides, fire poles, corkscrews, loop poles, parallel bars, clatter bridges, chain walks, belt, chained, arched, and suspension bridges, curved track rides, wiggle ladders, log rolls, snake climbers, ring swing outs, centipede climbers, block climbers, and ratchet rides. Other units, as designed, may be proposed.

B. Roof options will include square poly roofs, sultan's palace type roofs, peak roofs, and other shaped roofs to meet the design requirements of the play system.

18. PERMANENT EDGING

A. Plastic

a. Permanent edging units made from blow-molded high-density polyethylene, U.V. stabilized materials are preferred.

b. The units must be lightweight and easy to install but need no regular maintenance

c. Sections must be able to be installed above or below grade level and on asphalt.

d. No sections with sharp edges are permitted. Units will have hot-dipped galvanized steel stakes with rounded heads.

e. Sections can be 4' long, 12" high and 4" wide with recessed pockets for stake ends to eliminate protrusions.

f. The materials must be guaranteed for five (5) or more years.

B. Concrete

a. Meet or exceed local building code requirements.

19. TILES SURFACING MATERIAL

A. A polyurethane resin-bound tile of recycled shredded tires may be installed beneath equipment with less than a three-foot high fall height or for use in an access path.

B. The tiles will be 3' squares and 1 1/2" thick with either flat or beveled edges.

C. Tiles will be glued to the surface (concrete, asphalt or compacted crushed rock).

- D. A transition edger will permit change to loose-fill, as needed.
- E. Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
- F. Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- G. The materials must be guaranteed for five (5) or more years.

20. LOOSE-FILL SYNTHETIC MATERIAL

- A. A loose-fill synthetic material made from recycled tires and coated with a nontoxic fire-retardant colored coating is requested.
- B. Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
- C. Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- D. Must provide for drainage and that neither rots nor deteriorates over time.
- E. The materials must be guaranteed for five (5) or more years.

21. LOOSE-FILL ENGINEERED WOOD

- A. Standard wood chips or bark mulch will not be acceptable. Engineered wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.)
- B. Must prove to be non-toxic. It may not contain any recycled wood products or any wood containing paint, chemicals or additives. Bidder to provide Toxicity Test Data upon request by member.
- C. To have minimal bark and to be free of twigs, leaf debris and other organic material, and to be certified as non-flammable. Bidder to provide test data upon request by member. Standard wood chips or bark mulch will not be acceptable.
- D. Product depth, after installation, must be in accordance with the procedure described in ASTM F-1292-04 and meet guidelines for critical height as set forth by the CPSC for use of wood products for protective surfacing under and around playground equipment.
- E. Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
- F. Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- G. Supplier must certify that the surface meets the intent of the Americans with Disabilities Act.

22. SIGNS

- A. Signs that attach to the play structures or that are freestanding are requested.
- B. Must list the age for use of equipment.
- C. Signs to be made from solid, two-color compression-molded, 3/4" to 1" thick colorfast, U.V. stabilized high-density polyethylene.
- D. The letters will be cut out of the top layer of color to reveal the coordinated second layer of color. Both sides may have lettering.
- E. Freestanding signs will be mounted on powder coated 2 3/8" posts.
- F. Specialty signs for installation on playgrounds may be proposed.

- 23. Site furnishings to include but not limited to benches with and without armrests and backs, picnic tables, litter receptacles, cooking grills, bicycle racks.
- 24. Sports and fitness equipment offered may include but not limited to balance beams, sit-up/push-up benches, chin-up bars, leg lift bars, basketball hoops, fitness stations, volleyball outfits, tetherball sets, and similar indoor and outdoor athletic equipment used in public play areas.
- 25. Pre-engineered and pre-fabricated shelters and pavilions may be offered. All shelters and pavilions must carry a five-year warranty on workmanship and materials.

- A. Proposed as-built drawings for each area
- B. Warranty and ADA standards specifications
- C. Maintenance/Service manuals and parts list

26. SURFACING MATERIAL RECYCLED SHREDDED RUBBER

- A. Manufacturer must have a written 50-year product warranty for shock attenuation or fall height protection and a written 8-year limited product warranty for total color loss.

27. ENGINEERED WOOD FIBER

- A. The manufacturer must have a written 10-year product warranty against defective materials and manufacturer’s workmanship of the product.
- B. The manufacturer must have a written 25-year product warranty for shock attenuation or fall height protection.

28. POURED IN PLACE RUBBER OR RECYCLED RUBBER SURFACING MATERIAL

- A. Playground- the manufacturer must have a written 5-year product warranty shock attenuation or fall height protection, material and defects and a written 5-year product warranty for total color loss.

CATEGORY 2: PLAYGROUND - EQUIPMENT AND PARTS

(Equipment types to include but not limited to)

TYPE OF EQUIPMENT AND PARTS

1. **Playground Equipment:** A complete and comprehensive catalog of all park and playground equipment (for all ages) including, but not limited to, complete systems, stand-alone activities, system components, replacement parts and related accessories available from the Offeror.
2. **Surfacing Materials:** A complete and comprehensive catalog of all park and playground surfacing materials available from the Supplier to include but not limited to engineered wood fiber, poured in place rubber surfacing, recycled rubber tile surfacing, recycled bonded rubber surfacing, and recycled shredded rubber surfacing available from the Offeror.
3. **Site Furnishings:** A complete and comprehensive catalog of all site furnishings such as, but not limited to, benches, picnic tables, planters and other related site furnishings available from the Offeror.
4. **Related Products:** Additional product lines including, but not limited to, shade structures, etc.

GENERAL REQUIREMENTS

1. All equipment will conform to the most recent Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM) and International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications.
2. All equipment will comply with the American Disabilities Act (ADA) regulations.
3. Assess, evaluate and determine the safety and operational status of the various types of equipment, structures and fixtures found within educational playgrounds facilities. Provide a complete and comprehensive report identifying areas of concern and equipment needing maintenance, repair and/or replacement.
4. Develop a short-term action plan to remediate, resolve and/or remove any unsafe conditions and establish a long-term maintenance program for maintaining APS facilities in good working conditions.
5. Provide APS employees with the necessary training and support services to allow their staff to conduct safety inspections, to perform maintenance according to manufactures instructions, and install equipment, structures and fixtures according to manufactures specifications.
6. Provide a variety of manufacturers’ playground, structures and fixtures to meet the needs of APS. Such products may include but is not limited to playground equipment; play structures; surfacing under playgrounds and equipment; sun shade structures, park tables, chairs, benches, litter receptacle, planters, etc.; other structures and fixtures (bike racks, tennis court equipment, outdoor nets, standards, backstops, etc.).
7. All material shall be guaranteed to the extent that:

- A. Installed in accordance and the manufacturer's specifications.
- B. Will perform as specified per the manufacturer's specifications

PLAYGROUND GENERAL REQUIREMENTS

All equipment and replacement offered will meet current ADA, ASTM, CPSC standards and be IPEM certified as required.

PLAYGROUND EQUIPMENT GENERAL

1. The Offeror must be able to demonstrate that the proposed playground equipment is designed and developed to minimize the risk of injury to children.
2. Products and equipment that cannot be offered
 - A. equipment greater than 10 feet in height;
 - B. wood products not treated with approved chemicals;
 - C. basketball nets made from chain;
 - D. teeter-totters without limiters; merry-go-rounds;
 - E. Swings attached to play structures.
3. **INDOOR PLAY EQUIPMENT –WOOD**
 - A. Wood Product a. Solid, hard maple is preferred.
 - B. Plywood or particleboard is not acceptable for play products or furniture.
 - C. Tabletops may be particleboard if plastic laminated and non-warping.
 - D. Plywood panels may be used in toddler chairs if framed with maple.
 - E. Other hardwoods may be substituted for maple, but APS reserves the right to determine if the substitution is acceptable.
 - F. All lacquered or painted surfaces must be guaranteed as “safe for children’s toys”.
4. **OUTDOOR PLAY EQUIPMENT – WOOD**
 - A. Wood used in outdoor active play equipment should be pine or redwood.
 - B. The pine must be pressure treated;
 - C. Redwood may be natural.
 - D. Other wood can be offered if they meet or exceed the quality of redwood or pine.
 - E. Cannot use wood treated with creosote, pentachlorophenol, and tributyl oxide are too toxic or imitating to be used as a preservative.
 - F. Pesticide-containing finishes cannot be used.
 - G. Copper and zinc naphthenates and berates may be used to treat wood.
 - H. All outdoor wood components should have a 12-year warranty.
5. **METAL PLAYGROUND EQUIPMENT AND PARTS**
 - A. All ferrous metals must be painted, galvanized or treated to prevent rust.
 - B. Complete instructions for installing outdoor play equipment must be provided to APS.
 - C. All fasteners must be corrosion resistant and have no rough or sharp parts that can cause injury.
 - D. All S-hooks must be as tightly closed as possible.
 - E. Any parts requiring lubrication should have easy access or be self-lubricating.
 - F. Metal surfaces on platforms and slide must be coated with a vinyl or power coated finish to prevent burn injury.
6. All products offered must meet or exceed the outdoor equipment standards of the guidelines published by the CPSC in the following areas: stairways and ladders; rungs and other hand-gripping components; handrails; access and transition from platforms; platforms and protective barriers.
7. The Offeror will use only replacement parts and materials that meet or exceed the specifications of the original manufacturers.
8. The following items are intended to establish minimum standards for quality and safety of products requested by APS and its members.
 - A. All manufacturers’ equipment offered as part the response will meet the International Organization for Standardization (ISO) certification.

- B. All equipment offered must comply with latest edition of ASTM F 1487. The Offeror will need to provide documentation from the manufacturer of the equipment, as required by APS or Participating Entity, to satisfy the requirement of the standard.
 - C. All equipment and surface materials, playground equipment, and engineered wood fiber to meet IPEMA Certification and conform to the following ASTM1487.01, ASTM F1292-99, ASTM F2075/4.6, U.S. Consumer Products Safety Commissions Standard, Americans with Disabilities Act (ADA) requirements for accessibility and ASTM F1951 for ADA requirements for surface material. A copy of certification to standards must be provided to APS.
 - D. As an alternate, equipment offered can to conform to the German standard for safety of playground equipment, DIN 7926.
 - E. When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard.
9. The Offeror will provide installation instruction, site drawing, and drainage plans by a licensed professional for member to be used by the installer of the play equipment installer. To include but not limited to:
- A. Number of play features that are ADA accessible.
 - B. ADA accessible routes.
 - C. Site preparation for installation of play equipment and surfacing to include borders, walkways, pad for surfacing materials, etc.
 - D. If engineered wood fiber is used, then rubber mats will need to be provided in the at excessive wear areas, such as slide exits, under swings, and sliding poles, mat should be placed on 6" of surfacing with another 6" of surfacing on top of mat.
 - E. Access paths of resilient tiles or poured in place surfacing will be used, when possible, to permit wheelchair access to play equipment.
 - F. All surfacing materials will meet CPSC guidelines and ATSM requirements.

10. EQUIPMENT

- A. Playground equipment may be manufactured using recycled materials.
- B. Purified fractional-melt high-density polyethylene (HDPE), if used, will have all food residues, waste and adhesives removed prior to molding or extrusion.
- C. Multiple-melt flow high- or low-density polyethylene (HDPE/LDPE) will be purified and contain no oils from food or adhesives.
- D. The use of composites of LDPE and a secondary fiber (such as sawdust) will not be permitted, unless independent lab studies document that the resulting product is not vulnerable to moisture deterioration, termite damage or failure at low temperatures.
- E. Commingled plastics will not be permitted.
- F. If tires are used in any part of the structure, the color will not rub off on children or their clothes.
- G. Upon installation of a playground system, the manufacturer will provide (at no extra cost) a personalized permanent sign for the site that identifies the equivalent number of plastic containers, aluminum cans, steel cans, car tires and other recycled materials used to make the structure.
- H. Product-specific maintenance kits will be provided with each play system.

11. MINIMUM STANDARDS REQUIREMENTS: The following items are intended to establish minimum standards for and level of quality of materials requested by APS and its members.

- A. All materials shall be structurally sound and suitable for safe play. Durability shall be insured on all steel parts by the use of color-coordinated coatings such as zinc plating or powder coating.

12. HARDWARE AND FASTENERS

- A. Primary fasteners shall be socketed and pinned, tamperproof in design, either carbon-steel plated with zinc/nickel and iridescent chromate finish, or stainless steel.
- B. All hardware is to include a locking patch type material. The material, when allowed a 72-hour cure time, shall require a minimum of four (4) times the installation torque to remove the fastener.
- C. The Offeror will provide APS member's maintenance personnel with a set of special tools for pinned hex fasteners and any other special fasteners as part of the purchase price.

D. Bolt links shall be steel forged with a zinc alloy finish

13. METAL COMPONENTS

- A. All metal components that will come in contact with children's hands or body will be coated with a protective covering. They shall be thoroughly cleaned in a hot phosphatizing pressure washer, and then primed with a clear acrylic thermosetting solution. Primed parts shall be preheated prior to dipping in U.V. stabilized, liquid poly vinyl chloride, and then salt cured at approximately 400 degrees. The finished coating shall be approximately .080", plus or minus .020" thick, at an 85-durometer hardness and have a matte finish.
- B. All other metal components to be powder coated shall be free of excess weld and spatter. Parts shall be thoroughly cleaned in a pre-treatment system with a hot phosphatizing bath with a non-chrome seal for corrosion resistance and thoroughly dried.
- C. Powder coating shall be electrostatically applied, and oven cured to an average thickness of 4 mils.
- D. Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117).

14. DECKS

- A. Decks of various sizes and shapes will be offered including, but not limited to, one-piece square decks, one-piece corner decks, two-piece hex decks, one-piece triangular decks, and various extensions for each, as needed.
- B. Decks shall be of modular design. There shall be four (4) slots in each face to accommodate face mounting of components.
- C. Decks shall be manufactured from steel conforming to ASTM specification A-569. The sheet shall be perforated, then flanged formed and reinforced as necessary to insure structural integrity.
- D. Decks shall be protective coated and shall be designed so that all sides are flush with the outside edge of the supporting posts.
- E. Rotationally molded poly parts shall be molded of a linear low-density polyethylene that is U.V. and color stabilized. Wall thickness may vary from .187" (3/16") to .312" (5/16"), depending upon use. Rotationally molded products shall meet or exceed tensile strength of 2700 psi per ASTM D-638.
- F. High-density polyethylene parts shall be manufactured from material that is compression molded 3/4" thick, high-density polyethylene that has been specially formulated for optimum U.V. stability and color retention. Compression molded products shall meet or exceed density of .933 G/cc per ASTM D-1505, tensile strength of 2400 psi per ASTM D-638.

15. POSTS

- A. Post lengths shall vary depending upon the intended use.
- B. All posts shall be powder coated as specified.
- C. All posts shall have a "finish grade marker" positioned on the post identifying the 34 bury line required for correct installation and the top of the loose fill protective surfacing.
- D. Top caps for posts shall be aluminum die cast alloy and powder coated to match the post color.
- E. Caps shall be factory installed and secured in place with three (3) self-sealing rivets.
- F. A molded low-density polyethylene cap shall be pressed onto the bottom end of the post to increase the footing area from 2 square inches to 20 square inches and serve as a moisture barrier.
- G. Square aluminum posts shall have a minimum wall thickness of .125", be extruded of 6061-T6 aluminum alloy, and have rounded corners and ribbed faces for maximum safety.
- H. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a 1/4" x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be powder coated of a specified color.
- I. 5" x 5" aluminum supporting columns shall have a wall thickness of .093" and be extruded of 6063-T6 aluminum alloy and have rounded corners and ribbed faces for maximum safety. The extrusion shall conform to Federal Specification QQ-A-200/Q and ASTM B-221.
- J. Bolt bracket holes shall be factory drilled where necessary for proper installation. Caps and columns shall be powder-coated to a specified color.

- K. Steel posts shall be manufactured from 5" O.D. tubing with a wall thickness of .120", shall be galvanized after rolling, and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.
 - L. Aluminum posts shall be manufactured from 6061-T6 extruded tubing conforming to ASTM B-221 and QQ-A-200/8 with a .125" wall thickness.
 - M. All pipe bolts shall be extruded of 6061-T6 aluminum alloy. All pipe bolts shall be tapped at both ends for standard fastener with a stainless-steel washer.
16. Rails and hand loops shall be manufactured from steel tubing with a .120" wall. Each end of the rail/hand loop shall have a stainless steel knurled welded insert with internal threads. Exposed rails, loops and hand bars shall be protective coated. Connection to the posts shall use the bolt bracket assembly.
17. Aluminum arches shall be manufactured from 6061-T6 alloy. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Arches shall be powder coated to a specified color.

18. CLAMPS AND HANGERS

- A. All clamps, unless otherwise noted, shall be die cast with a 369.1 aluminum alloy and have the following mechanical properties: ultimate tensile: 47,000 psi; yield strength: 28,000 psi; elongation: 7% in 2 inches; shear strength: 29,000 psi; endurance limit: 20,000 psi.
- B. Offset hanger clamp assembly shall use an offset design concept to attach standard pipe rails to posts. Offset hanger clamp shall use standard fasteners to secure rail to clamp. One (1) half clamp above shall be supplied with each offset hanger clamp.
- C. Deck hanger clamp assembly will attach decks to posts. Each clamp shall be pre-drilled for acceptance of" stainless steel (deck) stud, and stainless-steel nut and washer shall complete attachment hardware. One (1) half clamp shall be supplied with each deck hanger clamp.
- D. "T" clamp assembly will connect beams to posts and shall be permanent mold cast of 365 alloy and treated to T6 hardness and welded to 5" aluminum beams. Two (2) half clamps shall be supplied with each "T" clamp.

19. SPECIAL COMPONENTS

- A. Special components for play systems will include ring bridges, horizontal ladders, spiral climbers, play enclosures, arch bridges, loop ladders, single and double-wide slides, tunnels, sidewinders, transfer modules, ramps, belt bridges, step ladders, chinning bars, barriers, panels (image, bubble, puppet, zoo, driver, finger maze, tracing, store, table, hole, window, tic-tac-toe, math, spelling, sand Shute, sand and water, house, ball, slant entrance, sound chimes, project, geometric, block, bead and block, gear, paint, match 4, etc.), slide hoods, various slides, fire poles, corkscrews, loop poles, parallel bars, clatter bridges, chain walks, belt, chained, arched, and suspension bridges, curved track rides, wiggle ladders, log rolls, snake climbers, ring swing outs, centipede climbers, block climbers, and ratchet rides. Other units, as designed, may be proposed.
- B. Roof options will include square poly roofs, sultan's palace type roofs, peak roofs, and other shaped roofs to meet the design requirements of the play system.

20. PERMANENT EDGING

- A. Plastic
 - a. Permanent edging units made from blow-molded high-density polyethylene, U.V. stabilized materials are preferred.
 - b. The units must be lightweight and easy to install but need no regular maintenance.
 - c. Sections must be able to be installed above or below grade level and on asphalt.
 - d. No sections with sharp edges are permitted.
 - e. Units will have hot-dipped galvanized steel stakes with rounded heads.
 - f. Sections will be 4' long, 12" high and 4" wide with recessed pockets for stake ends to eliminate protrusions.
 - g. The materials must be guaranteed for five (5) or more years.
- B. Concrete.
 - a. Meet or exceed local building code requirements.

21. TILES SURFACING MATERIAL

- A. A polyurethane resin-bound tile of recycled shredded tires may be installed beneath equipment with less than a three-foot high fall height or for use in an access path.
- B. The tiles will be 3' squares and 1 1/2" thick with either flat or beveled edges.
- C. Tiles will be glued to the surface (concrete, asphalt or compacted crushed rock).
- D. A transition edger will permit change to loose-fill, as needed.
- E. Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
- F. Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- G. The materials must be guaranteed for five (5) or more years.

22. LOOSE- FILL SYNTHETIC MATERIAL

- A. A loose-fill synthetic material made from recycled tires and coated with a nontoxic fire-retardant colored coating is requested.
- B. Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
- C. Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- D. Must provide for drainage and that neither rots nor deteriorates over time.
- E. The materials must be guaranteed for five (5) or more years.

23. LOOSE-FILL ENGINEERED WOOD

- A. Standard wood chips or bark mulch will not be acceptable. Engineered wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.)
- B. Must prove to be non-toxic. It may not contain any recycled wood products or any wood containing paint, chemicals or additives. Bidder to provide Toxicity Test Data upon request by member.
- C. To have minimal bark and to be free of twigs, leaf debris and other organic material, and to be certified as non-flammable. Bidder to provide test data upon request by member. Standard wood chips or bark mulch will not be acceptable.
- D. Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.
- E. Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- F. Supplier must certify that the surface meets the intent of the Americans with Disabilities Act.

24. SIGNS

- A. Signs that attach to the play structures or that are freestanding are requested.
- B. Must list the age for use of equipment.
- C. Signs will be made from solid, two-color compression-molded, 3/4" to 1" thick colorfast, U.V. stabilized high-density polyethylene.
- D. The letters will be cut out of the top layer of color to reveal the coordinated second layer of color. Both sides may have lettering.
- E. Freestanding signs will be mounted on powder coated posts.
- F. Specialty signs for installation on playgrounds may be proposed.

25. Site furnishings requested include benches with and without armrests and backs, picnic tables, litter receptacles, cooking grills, bicycle racks.

26. Sports and fitness equipment offered may include balance beams, sit-up/push-up benches, chin-up bars, leg lift bars, basketball hoops, fitness stations, volleyball outfits, tetherball sets, and similar indoor and outdoor athletic equipment used in public play areas.

27. Pre-engineered and pre-fabricated shelters and pavilions may be offered. All shelters and pavilions must carry a five-year warranty on workmanship and materials.
- A. Proposed as-built drawings for each area
 - B. Warranty and ADA standards specifications
 - C. Maintenance/Service manuals and parts list
28. All manufacturers' equipment offered as part the response will meet the International Organization for Standardization (ISO) certification. Written evidence of level ISO 9001 certification is preferred.
29. All equipment offered must comply with latest edition of ASTM F2461, F2376 and provide proof from the manufacturer of the equipment satisfies the requirement of the standard.
30. Can provide modular steel reinforcing or synthetic fibers.
- 31. RAMP STRUCTURE**
- A. Outdoor ramps are constructed on site of treated wood with galvanized, coated, and stainless fasteners.
 - B. Indoor ramps may be built of untreated plywood, lumber and uncoated fasteners.
 - C. Transition templates are of 3/4" plywood spaced at 4' to 6'.
 - D. Ribs are either 2x4, maximum 4' length or 2x6, maximum 6' length.
 - E. Ribs are spaced 6" on center.
 - F. Framing is sheathed with two layers of 1/2" plywood fastened with screws.

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.	30	
Experience – Past Performance Submit a minimum of three (3) detailed information describing your company's past and/or current experience providing services to as 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 – Contract Staffing 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; this includes administrative roles.	20	
Management Plan Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work.	20	
Health & Safety Plan Provide a summary description of the Contractor's Health and Safety management system.	10	
Pricing Submit detailed information stating your company's pricing to provide services as requested in the Scope of Work.	30	
Total Possible Points	130	
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	130-195	

Note: FAILURE to adequately address and meet the evaluation criteria 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.

PROPOSAL – DETAILED REQUIREMENTS

Proposal Format

Proposals shall not exceed 60 pages total for all information requested. This does not include front cover, back cover, dividers, letter of transmittal and required forms.

- **Letter of Transmittal**
- **Qualifications**
- **Experience – Past Performance**
- **Assigned Personnel – Contract Staffing**
- **Management Plan – Approach/Methodology**
- **Health and Safety**
- **Pricing**
- **Required Forms**

Detailed Scoring Guidelines for “Health and Safety” criterion:

a. Written Safety Program Compliant; Provide Copy	4.5
b. List of Key Safety Personnel/Safety Manager	0.5
c. Experience Modification Rate Past 5 Years (Equal to, or Better Than Average)	1.5
d. Recordable Incident Rate for Past Calendar Year OSHA 300 Log	1.5
e. Free of Committing Serious/Willful Violations of Federal/State Safety Laws	2.0
Total Possible Points	10.0

PRICING

PRICE PROPOSAL FORM:

1. 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.
 2. Labor Rates - Provide forms requesting labor rates that are fully loaded with administrative, overhead and profit costs. ***(Please Utilize The New Mexico Department of Workforce Solutions Prevailing Wages “Type B” General Building Labor Rates - Page 50-52)***
 3. Playground and additional Equipment Pricing List Per Scope of Work
 4. Statement of Specialized Equipment
- A. BID BOND:** In accordance with NMSA 1978, §13-1-146, bid security must be submitted with proposal at the amount per statute. **(\$25,000 IS REQUIRED)**
- B. 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 Bonds if required for assigned job.
- C. OFFEROR’S CONTRACTOR’S LICENSE(S)**

D. CERTIFICATE OF INSURANCE: Offeror shall provide a Certificate of Insurance that meets the requirements listed in RFP.

E. NEW MEXICO RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE: (IF APPLICABLE)

1. To receive a Resident Business Preference, a Business or Contractor shall submit with its proposal a copy of a valid Resident Business Certificate or valid Resident Contractor Certificate issued by the NM Taxation and Revenue Department.
2. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
3. 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.

F. SIGNED CAMPAIGN CONTRIBUTION DISCLOSURE FORM

G. SIGNED CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

H. SIGNED STATEMENT OF CONFIDENTIALITY

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 and the fixed fee table included in this RFP.
- 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.



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

PRICE PROPOSAL FORM

OFFEROR'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

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

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

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

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

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

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

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

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

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

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Fax: _____ Email: _____

Affix Corporate Seal if proposal is by Corporation)

LABOR RATES

These rates should be fully loaded to include administration, overhead and profit.

Position	Hours	Hourly Rate
(A) Journeyman	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	
(B) Apprentice	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	
(C) Laborer	Base Hourly Rate: 7:00 am – 3:30 pm, Monday – Friday Excluding weekends and holidays	\$
	Overtime/Holiday Rate: 3:31 pm – 6:59 am, Monday – Friday Excluding weekends and holidays	\$
	Scheduled Work Shift Differential Rate: (Pre-Approved) 3:31 pm – midnight	

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, 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 _____

SIGN HERE

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
- Produce Price Proposal Form
- Labor Pricing – *Utilize NM Department of Workforce Solutions – Prevailing Wages*
- Equipment Pricing List
- Statement of Specialized Equipment
- Contractor License
- Bid Bond- (\$25,000)
- Surety letter
- Certificate of Insurance
- Subcontractor Listing
- 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)



401 Broadway Blvd NE
 Albuquerque, NM 87102
 Phone: 505-841-4400
 Fax: 505-841-4424

TYPE "B" – GENERAL BUILDING
Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	32.26	12.06	0.60
Asbestos Workers/Heat and Frost insulators-Los Alamos County	34.69	12.06	0.60
Boilermaker/ blacksmith	34.97	28.85	0.60
Bricklayer/Block layer/Stonemason	24.46	8.81	0.60
Carpenter/Lather	24.63	11.24	0.60
Carpenter-Los Alamos County	27.80	13.19	0.60
Millwright/ pile driver	33.16	25.24	0.60
Cement Mason	21.07	10.33	0.60
Electricians-Outside Classifications- Zone 1			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	43.21	17.95	0.60
Electricians-Outside Classification: Zone 2			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/ technician	39.28	16.91	0.60
Cable Splicer	43.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	23.94	12.85	0.60
Equipment Operator	34.35	15.60	0.60
Lineman/ Technician	40.41	17.21	0.60
Cable Splicer	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/ low voltage technician	32.70	11.18	0.60
Cable Splicer	35.97	11.28	0.60



401 Broadway Blvd NE
 Albuquerque, NM 87102
 Phone: 505-841-4400
 Fax: 505-841-4424

TYPE "B" – GENERAL BUILDING
Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Electricians-Inside Classification: Zone 2			
Wireman/ low voltage technician	35.64	11.27	0.60
Cable Splicer	38.91	11.37	0.60
Electricians-Inside Classification: Zone 3			
Wireman/ low voltage technician	37.61	11.33	0.60
Cable Splicer	40.88	11.43	0.60
Electricians-Inside Classification: Zone 4			
Wireman/ low voltage technician	41.20	11.44	0.60
Cable Splicer	44.47	11.53	0.60
Electricians-Inside Classification: Los Alamos			
Wireman/ low voltage technician	37.61	13.21	0.60
Cable Splicer	40.88	13.47	0.60
Elevator Constructor	43.80	35.25	0.60
Elevator Constructor Helper	35.04	35.25	0.60
Glazier			
Journeyman/ Fabricator	20.25	5.35	0.60
Delivery Driver	9.00	5.35	0.60
Ironworker	27.00	15.75	0.60
Painter (Brush/Roller/Spray)	17.00	6.88	0.60
Paper Hanger	17.00	6.88	0.60
Drywall- Light Commercial & Residential			
Ames tool operator	25.08	7.10	0.60
Hand finisher/machine texture	24.08	7.10	0.60
Plasterer	23.17	8.99	0.60
Plumber/Pipefitter	30.76	11.62	0.60
Roofer	25.23	7.97	0.60
Sheet metal worker			
Zone 1	31.03	17.26	0.60
Zone 2 – Industrial	32.03	17.26	0.60
Zone 3 – Los Alamos	33.03	17.26	0.60



401 Broadway Blvd NE
 Albuquerque, NM 87102
 Phone: 505-841-4400
 Fax: 505-841-4424

TYPE "B" – GENERAL BUILDING
Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Soft Floor Layer	19.94	7.70	0.60
Sprinkler Fitter	30.90	22.29	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled and semi-skilled	17.50	6.27	0.60
Group II- Skilled	18.50	6.27	0.60
Group III- Specialty	20.75	6.27	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	18.00	6.27	0.60
Group II- Skilled	19.75	6.27	0.60
Group III- Specialty	20.25	6.27	0.60
Reinforcing iron workers and post tension	24.00	6.27	0.60
Operators			
Group I	20.95	7.27	0.60
Group II	23.11	7.27	0.60
Group III	23.57	7.27	0.60
Group IV	24.01	7.27	0.60
Group V	24.20	7.27	0.60
Group VI	24.41	7.27	0.60
Group VII	24.52	7.27	0.60
Group VIII	27.56	7.27	0.60
Group IX	29.95	7.27	0.60
Group X	33.35	7.27	0.60
Truck Drivers			
Group I-VII	16.45	7.87	0.60
Group VIII	16.51	7.87	0.60
Group IX	18.45	7.87	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.