



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 20-019 RRR

RFP TITLE: Independent Building Commissioning Services

RFP SCHEDULE

Action	Date & Time
RFP Issued	February 18, 2020
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	March 6, 2020 @ 5:00pm (local MST time)
RFP Due Date and Time	March 13, 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. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

RFP Submittal Location

Physical Address (No USPS Mail)* For Walk-in Delivery or Carrier Service (UPS, FedEx, etc.)	USPS Mailing Address Allow 5 additional business days for APS internal delivery
Albuquerque Public Schools ATTN: Procurement Department 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87110	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87124-0704
Ensure that the following bid information is clearly labeled on the sealed package containing the proposal. Please note: if the sealed bid is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: Offeror's Business Name (not an individual's name), RFP Number & Title, RFP Due Date & Time. *APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.	

RFP TERM

Per §13-1-154.1 NMSA 1978, not to exceed a total of four (4) years. Total contract amount not to exceed six million dollars (\$6,000,000) over the four (4) year period and any one purchase order under the contract may not exceed five-hundred thousand dollars (\$500,000).

TABLE OF CONTENTS

TABLE OF CONTENTS	PAGE #
PROPOSERS' GENERAL INSTRUCTIONS	3
TERMS AND CONDITIONS	7
PROTESTS	11
SCOPE OF WORK	12
OVERVIEW	13
RFP SCHEDULE	13
EVALUATION CRITERIA	19
SUBMITTAL REQUIREMENTS	20
FORMS AND ATTACHMENTS	23
COMPLIANCE	27
PROPOSAL CHECKLIST	32

PROPOSER'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which Offeror 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 evaluation committee. Any contact with an APS department, employee or evaluation committee may result in rejection of any proposal.

Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

3. **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 his/her proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.

Offeror **SHALL** submit **One (1) original proposal, Six (6) identical copies** and **One (1) identical electronic copy**. Electronic copy is **NOT EMAIL**; please provide **one (1) Jump Drive** loaded with proposal. Fax copies are **NOT** accepted.

4. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS shall govern.

5. **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 proposal to APS. All addendums **MUST** be acknowledged in the submitted proposal.

6. **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.

7. **CORRECTIONS:** Corrections shall be initialed in ink by the person signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. **EXCEPTIONS:** Any exceptions to the "Scope of Work" and/or "Specifications" shall be listed separately in the submitted proposal and unless otherwise stated, "Scope of Work" and/or "Specifications" attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered. The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.

9. **DISTRICT DISCRETION:** APS reserves the right in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose non conformity is waived. APS reserves the right to add to or delete from the "Scope of Work" set forth in this RFP.

10. **PREFERENCES:** Bids may be awarded preference in compliance with NMSA 1978, §13-1-21 (2006), 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. Additionally, preferences are not applicable for federal fund purchases.

11. **TIMELY SUBMISSIONS:** Proposals must be submitted by the due date and local Mountain Standard Time. APS **DOES NOT** accept proposals electronically, by fax, or email, **as a hardcopy with original signature must be submitted.** APS may in its sole discretion extend the time for the submission of Bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by Addendum(s), which may be issued before the submission due date. It is the Offeror's responsibility to ensure the proposal arrives before the due date and local Mountain Standard Time.

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

12. **RFP CANCELLATION OR REJECTION:** This RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of APS.

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

13. **RFP OPENING:** Submitted proposals shall not be publicly opened. 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 with resulting agreements most advantageous and in the best interest of APS.

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

14. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any selected Offeror.

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

15. **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.

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

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

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

Proprietary or Confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to

confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, §57-3A-7. (NMSA 1978, §57-3A-7 (2006)). The price of products offered or the cost of services proposed shall not be designated as "**Proprietary**" or "**Confidential**" information.

17. APS SCHOOL BOARD APPROVAL: The award of this contract is not final until approved by the APS School Board.

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

"**Agency**" or "**District**" shall mean Albuquerque Public Schools (APS)

"**Agreement**" shall mean the binding contract between APS and the Awarded Contractor, Vendor, Seller etc.

"**Award of Contract**" shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.

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

"**Contractor**" shall mean the successful Offeror.

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

"**Design Professional**" shall mean architect or engineer.

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

"**Evaluation Committee**" shall mean a body 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.

"**LEED**" (Leadership in Energy and Environmental Design) Green Building Rating System in a voluntary, consensus-based national standard for developing high-performance, sustainable buildings, created and administered by the U.S. Green Building Council.

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

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

"**Owner**" shall be Albuquerque Public Schools (APS).

"**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 agreement. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **MINIMUM AMOUNT:** APS does not guarantee a minimum amount of purchases in conjunction with award of this Request for Proposals.
4. **PRICING ESCALATION (If applicable):** Price escalation will be considered per work order/project and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, Sections 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 agreement only if APS fails to comply with any provisions of this agreement and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the Contractor and APS.

B. TERMINATION BY APS

1. FOR CAUSE

- a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the agreement documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation(s) in any substantial way of any provisions of this agreement.
- 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 agreement.
- b. In such case, Contractor shall be paid (without duplication of any items):
 - i. For completed and acceptable work executed in accordance with the agreement 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 agreement document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

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

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

Contractor shall furnish Owner with certificates of insurance with the agreement 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 agreement at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted APS personnel or a third party under contract with APS. The 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. 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.

13. 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

Sections 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 agreement during the period for which it is debarred or suspended with APS.

14. **CONFLICT OF INTEREST**: By submitting a proposal, the Proposer certifies that no relationship exists between the proposer 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.
15. **NON-DISCLOSURE**: The Proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Proposer 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.
16. **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).
17. **FOB**: Unless stated otherwise, the price for goods is FOB: Destination (APS's designated address).
18. **DELAYS IN DELIVERY**: Time is of the essence and this agreement may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Contractor must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
19. **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.
20. **ACCEPTANCE**: Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the Contractor that are goods/services are conforming and fails to make an effective rejection.
21. **BUYERS REVOCATION OF ACCEPTANCE**: Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Contractors non-conforming goods substantially impair the value of the goods.
22. **CONTRACTOR'S RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS**: The Contractor, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
23. **ASSIGNMENTS AND DELEGATIONS**: The Awarded Contractor shall not assign, nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of APS.
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.
25. **DISPUTE RESOLUTION**: In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

PROTESTS

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172(2006)). 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, (2006)).
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(2006)).
4. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and,
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement. (NMSA 1978, §13-1-176 (2006)).

SCOPE OF WORK

OVERVIEW

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

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(s). The Evaluation Committee **MAY** interview the Proposer(s) of the top rated proposals; however, agreements 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 responses and interview responses.

SCOPE OF WORK

This is an indefinite quantity, time and materials contract supplemental to work done by APS, the purpose of this RFP is to solicit proposals for On-Demand Independent Building Commissioning Services for various building construction and renovation projects as directed by APS, using a Project Purchase Order System. Each project will require the Contractor to submit a separate not-to-exceed price proposal which, when approved, leads to a Purchase Order allowing the Contractor to perform the services on that project.

A. DETAILED SCOPE OF WORK

1. COMMISSIONING PROCESS

Building Commissioning is a systematic process of verifying and documenting that various building systems perform according to the design intent, basis of design, construction documents, and APS' operational needs. The commissioning role is undertaken on behalf of the Owner, and is independent of designers and contractors.

The Independent Building Commissioning Provider will participate with multiple members of the project team(s) throughout the process, including separate contractors, the Owner's design professionals, and the Owner's own work force. Any revisions to a project's schedule necessitated by the commissioning process can only be made by the design professional (contract Architect) after joint review and mutual agreement of the General Contractor, Architect, APS Construction Manager and Commissioning Agent.

Details of the APS-specific commissioning process for the construction phase are found in our specification Section 01_9100 *General Commissioning Requirements*, included as Attachment 1 of this RFP, and found online at <http://www.aps.edu/facilities-design-and-construction/contracts> . (Additional related commissioning sections for Mechanical, Electrical and Plumbing are also on this webpage.) **All proposers to this RFP must read, understand and comply with these APS Commissioning specs.**

2. SYSTEMS FOR MEP COMMISSIONING

APS uses Independent MEP Building Commissioning services for all projects that include major HVAC equipment additions/changes or addition of building control systems. Furthermore, any project pursuing LEED certification will require commissioning of the following:

- HVAC systems, including heating and cooling components, ventilation and distribution components, terminal devices and exhaust components
- Other pumped piping systems
- Building Automation (BAS) control systems
- Testing, Adjusting and Balancing*
- Emergency power systems and engine generators
- Lighting control systems (sweep systems and daylight dimming systems)
- On-site renewable energy systems (solar PV, etc.).

* The Independent Building Commissioning Provider may choose to provide Testing, Adjusting and balancing service as part of their commissioning contract for a given project. In addition, APS may request that other systems be commissioned on a project-by-project basis, including but not limited to:

- Automatic Door Operators
- Overhead Coiling Doors and Grilles
- Elevators and Lifts
- Fire Alarms Systems
- Security Control Systems
- Telephone and Data Systems
- Refrigeration Systems
- Plumbing Water Systems
- Life Safety Systems including Fire Alarm System, Standpipe and Sprinkler Systems, Fire Pump and Controller, and all piping and ancillary hardware
- Electrical Systems consisting of substation transformers, switchboards, motor control centers, power & lighting panel boards, lighting fixtures, lighting controls, and connections to equipment.

All services shall be conducted by a qualified Independent Building Commissioning Practitioner.

3. COMMISSIONING PHASES

Commissioning services will be required at various stages of a given project, based on the individual scope and needs of the project team. Offerors must be prepared to participate in all phases with the following services:

PRE-DESIGN

- ✓ Design Charrette
- ✓ Scoping Decisions (selection of commissioned systems)

DESIGN PHASE

- ✓ Design Reviews
- ✓ Cx Plan, Cx Specifications

CONSTRUCTION PHASE

- ✓ Cx Kick-Off Meeting
- ✓ Submittal Review
- ✓ Pre-Functional Checklists and Functional Test Procedures
- ✓ Site Visits and Cx Meetings

ACCEPTANCE PHASE

- ✓ Functional Testing
- ✓ M&O Training
- ✓ Cx Report

WARRANTY

- ✓ Seasonal Testing
- ✓ Warranty Walks (NOTE: 1-, 2-, and 3-year walks required if HVAC Extended Warranty)

1. **LICENSING/CERTIFICATIONS:** The successful Contractor(s) shall be properly licensed with New Mexico Construction Industries Division.

Desirable Licenses:

- **ACG: CxA** – Certified Commissioning Authority
- **BCA: CCP** – Certified Commissioning Professional
- **ASHRAE: CPMP** – Commissioning Process Management Professional
- **NEBB: BSC** – Building Systems Commissioning Certified Professional

- **ICB/TABB: CCS** – Certified Commissioning Supervisor
- **ASHE: HFCx** – Health Facility Commissioning (certificate)
- **Univ. of WI at Madison: QCxP** – Qualified Commissioning Process

Provider:

- **AEE: CBCP** – Certified Building Commissioning Professional
- **DOE-NIBS: CWCC** – Commercial Workforce Credentialing Council

PLEASE NOTE: For internal bidding, utilizing the prequalified awarded contractor/s, replacement and upgrades which fall under the GB98 requirements, only the contractors with this license will be notified.

2. **SAFETY:** Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. Contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. Contractor shall defend, indemnify, and hold the APS Board of Education and its Agents, Officers, Administrators, and all Employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said regulations including, but not limited to, fines or penalties, judgments, court costs, and attorney fees. Contractor also shall be responsible for damage to persons or property that occurs as a result of his/her fault or negligence, or that of his/her Employees and/or Agents, in connection with this contract.
3. **STANDARDS:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent State Codes. APS may also have specifications which may apply to any given project. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the Contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to the Owner. When applicable, APS specifications will be provided by the APS Project Manager. All work must meet or exceed applicable Capital, Redesign and Construction Statues.
4. **WORKMANSHIP:** All personnel working under this agreement shall be properly licensed in compliance with current applicable codes and regulations governing this type of work.
5. **SPECIFICATIONS DEVIATION:** General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications or the more stringent shall rule. On any job where there is doubt as to the process of installation to be used, the final decision will be made by the APS Project Manager, or Designee.
6. **PROTECTION OF ADJACENT SURFACES:** The Contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage and shall repair promptly any such damage at his/her own expense and to the satisfaction of APS. Utility spotting requires a twenty-four (24) hour notice. This may be obtained by calling M&O at (505)765-5950.
7. **CLEAN-UP:** The Contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day. Ceiling tiles removed must be put back in place before leaving the area at the end of the business day. All materials, associated debris, and surrounding areas must be cleaned prior to final acceptance of performed work.
8. **PROJECT MANAGEMENT SOFTWARE:** The successful Offeror shall purchase, at the Offeror's expense, one or more seat licenses for APS's Project Management Software (ebuilder), as needed for the General Contractor. Subcontractors are not required to purchase licenses. APS will provide training on the use of the Project Management Software. Further, the successful Offeror is required to work with APS staff to ensure the all project communication, correspondence, submittals, change orders, pay requests, etc. are submitted, maintained and managed through APS's web-based Project Management Software.
9. **AWARDED PRICING AGREEMENTS:** Upon award, APS will issue a pricing agreement which will be

in effect for the duration of the agreement and which will accommodate multiple billings as work is completed.

- 10. PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy **PROHIBITS** the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its Employees. Furthermore, APS employees are prohibited from entering drawings, contests or other promotional/advertising activities with Vendor(s) or potential Vendor(s) in connection with a procurement action.
- 11. COMPLETION: *COMPLETION TIMES QUOTED MUST BE ACCURATE. FAILURE TO MEET THE QUOTED TIMES MAY RESULT IN CANCELLATION OF AGREEMENT AND AN ALTERNATE BIDDER WILL BE ASSIGNED AT THE DISCRETION OF APS. EMERGENCY ORDERS MAY BE REQUIRED.***
- a) **Estimates** – Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days. All estimates must include the APS awarded contract number.
 - b) **Routine Requests** – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. Contractor shall be able to respond to multiple routine requests at any one time.
 - c) **Emergency Requests** – Contractor shall be able to provide service twenty-four (24) hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS Designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.
- 12. ORDER PLACEMENT:** A purchase order will be issued referencing the Price Agreement (PA) number. **DO NOT ACCEPT** telephone/facsimile orders from school/departments without prior approval from the Purchasing Department. APS will not pay for unauthorized purchases.
- 13. WORK ORDERS:** Work performed under this contract is subject to strict APS internal controls. The Using Departments reserve the right to visit any job site while work is in progress. APS will not necessarily advise Contractor prior to these visits.
- 14. SCHEDULING:** The Contractor shall work with the Staff Project Manager and General Contractor to avoid interference with the instructional program/project and to protect site occupants by arranging an acceptable work/delivery schedule.
- Normal Hours:** 7:00 AM – 5:00 PM, Monday through Friday.
- After Hours & Weekends:** 5:00 PM – 11:59 PM Monday through Friday; 12:00 AM Saturday – 6:00 PM
- Holidays:** Per APS District Calendar
- 15. INVOICING PROCEDURES:** Itemized invoices, clearly referencing appropriate RFP pricing item number, pricing agreement and work order number, shall be submitted in duplicate to the using department. Copies of the cover sheet, work order, actual reimbursable invoices, and technician labor breakdown shall be attached to the invoice to substantiate charges for auditor tracking purposes. Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records. Upon request or when changes to staffing occur, a list of technicians and their pay rate shall be submitted to the Staff Project Manager for Invoice processing and compliance. **Invoices MUST be submitted no later than thirty (30) days after Work Order Completion. Invoices requiring corrections must be returned for processing within ten (10) days of receipt. Failure to do so can result in suspension of future work assignments.**

Contractor must be prepared to submit detailed invoices for proof of contract compliance.

- 16. TESTING, RE-TESTING AND CX REPORT:** Cx services **MUST** be completed in a reasonable and

timely manner. It is expected that full functional testing, as well as Remote Visibility on the APS network be completed before Substantial Completion of the Project. Any required retesting should be accomplished within sixty (60) days, and the final Cx Report submitted within thirty (30) days of the retesting.

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

	Possible Points	Points This RFP
Qualifications and Experience: (TAB 2)	20	
Past Performance (TAB 3)	20	
Project Staffing (TAB 4)	20	
Management Plan (TAB 5)	20	
Health and Safety Plan (TAB 6)	20	
PRICING PROPOSAL (TAB 7)	20	
Total Points	120	
Interviews (if held)	20	
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. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> 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	120-155	

PLEASE NOTE: FAILURE TO ADEQUATELY ADDRESS AND MEET THE ABOVE REQUIREMENTS MAY BE CAUSE FOR THE PROPOSAL TO BE DEEMED NON-RESPONSIVE BY THE PROCUREMENT OFFICER.

SUBMITTAL REQUIREMENTS

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

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

PROPOSAL – DETAILED REQUIREMENTS

1. PROPOSAL FORMAT

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

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

- Tab 1 – Letter of Transmittal**
- Tab 2 – Qualifications and Experience**
- Tab 3 – Past Performance**
- Tab 4 – Project Staffing**
- Tab 5 – Management Plan**
- Tab 6 – Health and Safety**
- Tab 7 – Price Proposal**
- Tab 8 – Required Forms**

Any response that exceeds the referenced page limitation shall have a deduction of 10 points taken from each evaluation committee member’s Technical Proposal score. If there are any questions regarding format requirements, please contact the APS Procurement Buyer prior to submission of Documents.

2. TABS/EVALUATION CATEGORIES:

All sections shall be separated by numbered tabs that correspond to the Submission Requirements and Evaluation Categories, 1 through 7 as shown below. Pages within each Tab shall be numbered consecutively.

TAB 1 - LETTER OF SUBMITTAL

Each proposal must be accompanied by a submittal letter. (See page 26 below)

TAB 2 – QUALIFICATIONS AND EXPERIENCE

MAX. POINTS 20

- **Organization and History (include # of years in business)** **10**
- **Organizations Capability to Perform the Work** **5**
- **Past Awarded Contracts with K-12 or other Government entities.** **5**

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

TAB 3 - PAST PERFORMANCE

MAX POINTS 20

- **Past Experience Providing Services similar to those requested in RFP- Including Subcontractors**
- **List (3 Minimum) projects in the last three years which your firm has completed commissioning services.**
- **Each project is to be comparable to a School Construction Project** **5**
- **References on listed projects above (owner).** **2**
- **Identify the team members for each project and their respected duties** **3**
- **Provide the schedule for each of the three projects by indicating the time** **10**

taken for Design Review/Design Intent, Commissioning Plan, review of the Construction Documents/commissioning Specifications, Building Acceptance Testing/Commissioning Report and Warranty performance Verification. Note any significant change orders as well as any unusual problems which you were able to resolve to the benefit of the project. How long did it take to complete the start -up and testing of systems?

TAB 4 - PROJECT STAFFING

MAX POINTS 20

- List and Number of Staff Available for this RFP-including subcontractors 10
- Management Team, assigned staff and assigned Subcontractors 5
- Staff Resumes and Organizational Chart (including administrative roles) 2
- Staff Licenses and or Certifications 2
- Participation in Skill Training; Apprentice Program 1

TAB 5 – MANAGEMENT PLAN

MAX POINTS 20

- Technical approach that will be used for this RFP 10
- Describe how your company establishes a timeline for each project 5
- Detailed description of Invoicing and Billing Procedures 1
- Describe your change order process 2
- Detailed information on contract warranty 2

TAB 6 – HEALTH AND SAFETY PLAN PROCEDURES, DUTIES & TRAINING: MAX POINTS 20

- One (1) Full copy of Written Safety Plan plus one electronic version 5
- Experience Modification Rate Past 5 Years 5
- Free of Committing Serious/Willful Violations of Federal/State Safety Laws 5
- Recordable Incident Rate for the past Calendar year (OSHA 300 Log) 5

TAB 7 - PRICE PROPOSAL FORM:

MAX POINTS 20

- 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.
- Labor Pricing/Rates Provide forms requesting labor rates that are fully loaded with administrative, overhead and profit costs.

TAB 8 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE

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

1. To receive a Resident Business Preference, a Business or Contractor shall submit with its 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.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM: The form is included in this RFP. This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM: Offeror shall include form in their proposal.

OFFEROR'S CONTRACTOR'S LICENSE(S): Offeror shall provide a photocopy of their Contractor's License

STATEMENT OF CONFIDENTIALITY: Offeror shall include form in their proposal.

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**:

Organization Name	
Organization's Mailing Address	

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 and fixed fees governing the Procurement.**
- **I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.**
- **I acknowledge receipt of any and all amendments of this RFP.**



_____ _____
AUTHORIZED SIGNATURE **DATE**
(MUST BE SIGNED BY THE PERSON IDENTIFIED IN ITEM #2 AS LISTED 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)

TAB 7 – COST RESPONSE FORM

RFP #20-019 RRR

ON-DEMAND INDEPENDENT BUILDING COMMISSIONING

The Offeror listed below submits the following hourly rate not including New Mexico Gross Receipts Tax for applicable services to complete the requirements as outlined in this RFP for the Albuquerque Public Schools Office Department of Facilities Design & Construction.

NOTE: Expenses for travel, reporting, and incidentals will not be reimbursed by APS for Building Commissioning Services. Please indicate all hourly rates as fully burdened.

	CATEGORY	HOURLY RATE
1	Field Technician-MEP	\$ _____ Hr.
2	Engineering Support Services	\$ _____ Hr.
3	Administrative Support	\$ _____ Hr.
4	Project Manager	\$ _____ Hr.
5	Associate Principal	\$ _____ Hr.

OFFEROR NAME: _____

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's Business Name



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

CONFLICT OF INTEREST

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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



Signature: _____ Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

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

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

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



Signature

Title

Offeror Business Name

Date

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 (Qualifications and Experience, Past Performance, Project Staffing, Management Plan, Health & Safety)
 - Qualifications and Experience,
 - Past Performance, Project Staffing,
 - Management Plan,
 - Health & Safety
- Price Proposal Form
- Labor Pricing
- Labor Rates
- Sub-Contract List
- Specialized Equipment List
- Statement of Specialized Equipment
- Contractor License (Attach copy MM98 and GB98 (if applicable))
- Surety letter
- Certificate of Insurance
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate – if applicable
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

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

***IF ITEMS ARE NOT COMPLETED AS REQUIRED,
YOUR PROPOSAL MAY BE DEEMED NON-RESPONSIVE.***