



The Albuquerque Sign Language Academy  
children. family. community. possibility.

**ALBUQUERQUE SIGN LANGUAGE ACADEMY**  
**225 Griegos Rd. NW**  
**ALBUQUERQUE, NEW MEXICO 87107**  
**505-247-1701**

**Request For Proposals Number: RFP No. 2024-002**

**TITLE: Mobile Coffee Trolley**

**Submittal Due Date: MONDAY, MAY 20, 2024**

**Time: 5:00 pm MST**

**Submittal: Electronic Submittal ONLY**  
**[asla.rfp@aslacademy.com](mailto:asla.rfp@aslacademy.com)**

Albuquerque Sign Language Academy (“ASLA”) is seeking proposals for a design and construction of a custom-built Mobile Coffee Trolley Trailer and 2 coffee push carts. Selected provider and any/all sub-contractor(s) hired by the provider must be licensed through the State of New Mexico Construction Industries Division and be fully bonded and insured. Selected contractor will be issued a formal contract depicting the scope of work, deliverables and agreed upon contract price.

**TERM:** The initial term of any contract issued from this RFP shall be from the date the contract is executed through **DATE**.

All interested parties are strongly encouraged to submit a proposal for the services identified within this Request for Proposal (RFP). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978. This RFP is issued under, and all proposals submitted in response to this solicitation shall be subject to the State of New Mexico Procurement Code 13-1-21 through 13-1-199, NMSA 1978.

## **PROPOSAL SUBMITTALS**

The ASLA is no longer accepting Proposals in paper copy. All submittals are to be submitted to the referenced email address by the due date and time. The ASLA will automatically reject any submittals that are provided after the referenced day/time. Proposal submittals must be submitted electronically to: [asla.rfp@aslacademy.com](mailto:asla.rfp@aslacademy.com).

**Contact Person: Charlotte Alderete-Trujillo**  
Albuquerque Sign Language Academy  
PO Box 6589  
Albuquerque, New Mexico 87197  
e-mail: [asla.rfp@aslacademy.com](mailto:asla.rfp@aslacademy.com)  
Phone: 505-247-1701

### **Non-Mandatory Pre-proposal Meeting:**

A non-mandatory virtual meeting has been scheduled for The intent of this meeting is to discuss the submittal requirements, evaluation criteria, schedule of events and scope of work. All Offerors are encouraged to attend and ask any questions or solicit clarification. The following is the meeting access details:

### **Pre-proposal Zoom Meeting:**

**INSERT ZOOM LINK HERE**

## **ATTENTION:**

**Bids and Proposals must be submitted electronically by required date and time as noted on Bid/RFP documents.**

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## SEQUENCE OF EVENTS

The Director of Purchasing will make every effort to adhere to the following schedule (Please note that all times referenced are Mountain Standard Time Zone):

|     | <b>ACTION</b>   | <b>DUE DATE</b>                    | <b>Responsibility</b> | <b>Date</b> |
|-----|---|------------------------------------|-----------------------|-------------|
| 1.  | Publish RFP   | Monday, May 6, 2024                | Procurement           |             |
| 2.  | Issue RFP Proposal submittals must be submitted electronically, no later than 5:00 pm to:<br><a href="mailto:asla.rfp@aslacademy.com">asla.rfp@aslacademy.com</a>   | Monday, May 20, 2024               | Procurement           |             |
| 3.  | Pre-Proposal Conference (Non-Mandatory)<br>Location: Zoom meeting invite<br>Link:<br>Join Zoom Meeting<br><a href="https://us02web.zoom.us/j/87915863764?pwd=UDQ0V2doaHpEUUnNDTVNlSFFlczV2UT09">https://us02web.zoom.us/j/87915863764?pwd=UDQ0V2doaHpEUUnNDTVNlSFFlczV2UT09</a> | Thursday, May 9, 2024 at 1:30      | Executive Director    |             |
| 4.  | Deadline to submit written questions<br>Issued to:<br>Submit to: <a href="mailto:asla.rfp@aslacademy.com">asla.rfp@aslacademy.com</a>   | Monday, May 13, 2024 @ 5:00 pm     | Potential Bidder      |             |
| 5.  | Issue Addenda (If Required) Proposal addenda's will only be accepted electronically to:<br><a href="mailto:asla.rfp@aslacademy.com">asla.rfp@aslacademy.com</a>   | Wednesday, May 15, 2024 @ 5:00 pm  | ASL Academy           |             |
| 6.  | Submission of bids<br><b>Electronic submission: Proposals will only be accepted electronically to:</b><br><a href="mailto:asla.rfp@aslacademy.com">asla.rfp@aslacademy.com</a>  | Monday, May 20, 2024 @ 5:00 pm MST | <b>Bidders</b>        |             |
| 7.  | Evaluation Committee Scoring  | Wednesday, May 22, 2024            | ASL Academy           |             |
| 8.  | Recommendation of Award to the ASLA Governing Board   | Wednesday, May 22, 2024            | Executive Director    |             |
| 9.  | Contract Negotiations   | Tuesday, May 28, 2024              | Executive Director    |             |
| 10. | Issue Notice of Award, prepare contract   | Friday, May 31, 2024               | Executive Director    |             |

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## I. INTRODUCTION

### 1.1. PURPOSE OF THIS REQUEST FOR PROPOSAL

Albuquerque Sign Language Academy (“ASLA”) is seeking a design and construction of a custom-built Mobile Coffee Trolley Trailer and 2 coffee push carts for all programs attached to the ASLA at the direction of the Executive Director or designee. Selected provider and any/all sub-contractor(s) hired by the provider must be licensed through the State of New Mexico Construction Industries Division and be fully bonded and insured. Selected contractor will be issued a formal contract depicting the scope of work, deliverables and agreed upon contract price.

### 1.2. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this request for Proposal (RFP), including appropriate abbreviations.

**Albuquerque Sign Language Academy (ASLA, ASLA)** is a public charter ASLA authorized by the New Mexico Public Education Commission and governed by a six (6) member governing board that sets policy and approves the annual budget. The ASLA governing board also hires the Executive Director who oversees the operations of the ASLA. The ASLA Board approves all architectural and contractor selections selected through the RFP process.

**“Award of Contract”** shall mean a formal written notice by the ASLA that a firm or individual has been selected to enter into a contact for services.

**“Contract”** means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Contractor”** means successful Offeror awarded the contact.

**“Determination”** means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Entity”** means the Albuquerque Sign Language Academy for the purposes of Section 13-1-120(B)(6), NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

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

**“Owner”** is the Albuquerque Sign Language Academy.

**“Proposal”** is the Offerors response to this RFP.

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

**“Resident Business”** or **“Resident Contractor”** means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

**“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her/their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

**“Responsive Offer”** or **“Responsive Proposal”** means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

**“ASLA Representative”** is the individual who is an employee of the charter ASLA, named in this Agreement, with the authority to act for Albuquerque Sign Language Academy with respect to this Agreement unless otherwise specifically noted.

**“Selection Committee”** means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.

**“User”** means the ASLA staff occupying the facility or facilities, for which a project is being designed.

**“User contact”** is the person designated by Albuquerque Sign Language Academy to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

The terms **“must,” “shall,” “will,” “is required,”** or **“are required”** identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal.

The terms **“can,” “may,” “should,” “preferably,”** or **“prefers”** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and the final decision or rejection will be made by the Committee Chairman.

### 1.3. BACKGROUND INFORMATION

Albuquerque Sign Language Academy (ASLA) was originally authorized as a charter ASLA by the New Mexico Public Education Commission in 2010. The ASLA's most recent charter was renewed for a 5-year term (maximum allowable by the statutes and laws of the State of New Mexico) beginning July 1, 2020.

ASLA serves a diverse student body in grades K-12 and is located at 225 Griegos Rd. NW, Albuquerque, NM 87107. The ASLA serves profoundly deaf students, hard of hearing students, and high needs special education students as well as students in regular education programs. Profoundly deaf and hard of hearing students are classified as being bi-lingual in their language, with American Sign Language as their primary language. As of the beginning of the 2023-2024 ASLA year, the total student population is 150 students.

## II. CONDITIONS GOVERNING THE PROCUREMENT

### 2.0. EXPLANATION OF EVENTS

2.1. **Issue of RFP** - This RFP is being issued by Albuquerque Sign Language Academy in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978.

2.2. **Deadline to Submit Additional Questions/Clarifications** - Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP by the date and time specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Executive Director at [asla.rfp@aslacademy.com](mailto:asla.rfp@aslacademy.com). Between the time of issuance of the RFP and the submission deadline, prospective Offerors are encouraged to call the Executive Director at 505-247-1701 concerning any questions about the scope of work and the schedule.

Prospective Offerors are also encouraged to make an appointment to visit with the Executive Director. After the proposal submission due date, the Offerors are not allowed any contact with the Executive Director or any ASLA representative.

2.3. **RFP Amendments/Addendum** - Should an amendment/addendum to this RFP be deemed necessary between the issuance of the RFP and the proposal submission deadline, it will be posted on the ASLA's website. Proposal submittals must be submitted electronically to:

[asla.rfp@aslacademy.com](mailto:asla.rfp@aslacademy.com)

The form **must be downloaded by the offeror** signed by the Offeror's representative, and included with the response to this procurement. Please refer to the sequence of events section for an exact date when the amendment/addendum will be posted.

### 2.4. **Submission of Proposals**

ALL PROPOSALS **MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE EXECUTIVE DIRECTOR NO LATER THAN THE DATE AND TIME** as referenced in the Sequence of Events Section on **Page No. 3. ANY AND ALL PROPOSALS RECEIVED**



**AFTER THE DEADLINE SPECIFIED ON PAGE 3 WILL BE DISQUALIFIED.** The date and time of receipt will be recorded electronically for each proposal submittal. Proposals must be electronically submitted to the following link address:

asla.rfp@aslacademy.com

**PROPOSALS WILL ONLY BE ACCEPTED THROUGH EMAIL. ANY AND ALL OTHER METHODS OF SUBMISSION OF PROPOSALS WILL NOT BE ACCEPTED.** A public electronic log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA

1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals will be reviewed, for completeness and compliance with requirements, by the Executive Director or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination.

- 2.5. Proposal Evaluation/Short listing** - The evaluation of proposals will be performed by the Selection Committee appointed by Albuquerque Sign Language Executive Director. During this time, the Executive Director may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

It is at the Selection Committees sole discretion to hold interviews with the firms with the highest scored proposals. The Selection Committee may award the selection based on results of the short listing. If fewer than three proposals are received, the Selection committee may recommend an award or direct that the RFP be reissued.

- 2.6. Award** – If the Selection Committee makes a determination that interviews are to be held, or that no interviews will be held depending on the solicitation, ASLA reserves the right to award a contract to the Offeror(s) ranked the highest based on the evaluation criteria identified within this solicitation.

ASLA reserves the right to waive technical irregularities in the form of the bid or proposal of the Offeror which do not alter the quality or quantity of the services, construction or items of tangible personal property bid or offer. ASLA shall provide a written determination showing the basis for the award, which shall become a permanent part of the procurement file.

The contents of any proposal shall not become available to competing offerors or any other person without a lawful interest during the negotiation process or until the contract is awarded. Upon award, unless exempted under the confidentiality provision, all proposals are open and available for public inspection.

The schedule of payment will be as agreed upon during final negotiations or upon receipt of good/service as applicable. All proposals will be considered valid for a period of 90 days unless otherwise stated by the offeror.

Once awarded, any contract issued as a result of this solicitation will be the final expression of the agreement between the parties and may not be altered, changed or amended except in writing. The contract between ASLA and the successful offeror shall be deemed to contain the terms and conditions of this request for proposal, unless expressly stated otherwise in writing.

Any offeror who is aggrieved in connection with an award or any other procurement action may protest to the Albuquerque Sign Language Academy Executive Director. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

- 2.7. **Pre-Interview Meeting (If Required)** – Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. The pre-interview meeting may be held by the ASLA Representative to answer questions from the short-listed firms about the interview process. Additionally, at the Pre-Interview meeting, the Selection Committee may issue, through the ASLA Representative, the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the committee.
- 2.8. **Notice of Finalists (If Required)** – Each responsive Offeror will be notified in writing as to the results of the short listing. This notice will include the overall scores awarded by the Selection Committee for all proposals submitted and will note firms selected for interviews. In general, the Selection Committee attempts to mail notices one week prior to the interview date. A public log will be kept with the names and overall scores of all Offerors short listed for interviews.

For those Offerors selected for interview, notice to finalists will be provided and will include the interview date and time. Interviews will be held remotely using a Zoom Meeting Invite. The interview Zoom Meeting may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to questions presented at the interview meeting. Interview scoring will total approximately 50 points (excluding eligible preferences for Resident Business or Resident Veteran Business).

The firm with the highest combined scores from shortlist and interview (if held) will be recommended for award.

- 2.9. **Notice of Award** – The ASLA will notify offerors in writing of the final award. This notice will include the interview scores (if applicable) of firms and final combined scores for the project. At this time, all proposals that were submitted are open for public inspection for a period of 30 days after the award.
- 2.10. **Contract Negotiations** – The ASLA and the successful Offeror will begin contract negotiations as soon as possible after notice of award. Fees shall be included in your solicitation and are subject to negotiations. If contract negotiations are not finalized within a reasonable period of time, the ASLA will conclude negotiations with the selected firm and begin negotiations with the next highest scored firm based on final scoring.

**Offeror shall provide within their response any contractual language they propose for inclusion in their contract. ASLA reserves the right to negotiate any information received including rejection should it be determined to be in the best interest of the ASLA.**

- 2.11. **ASLA Governing Board Approval** – The award is not final until approved by the ASLA Governing Board.

### III. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed

- 3.0 **Protest Deadline** - Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protestant and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Executive Director. The protest must be delivered to the following address

Name           Rafael Martinez, Executive Director  
Address:       Albuquerque Sign Language Academy  
                  PO Box 6589  
                  Albuquerque, NM 87197  
E-Mail:         asla.rfp@aslacademy.com

Protests received after the deadline will not be accepted.

- 3.1. **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
- 3.2. **Subcontractors** - All work that may result from this procurement must be performed by the offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, the offeror will be responsible for all work performed. Payments will only be made to the offeror.
- 3.3. **Amended Proposals** – An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. ASLA personnel will not collate or assemble proposal materials.
- 3.4. **Offeror’s Rights to Withdraw 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 signed by the Offeror's duly authorized representative(s) addressed to the Executive Director. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**3.5. Disclosure of Proposal Contents** - The proposals will be kept confidential until Contract is awarded by Albuquerque Sign Language Academy. At that time, all proposals and documents

pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Executive Director 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:

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, Albuquerque Sign Language Academy Executive Director shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**3.6. Termination** - This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the Executive Director determines such action to be in the best interest of Albuquerque Sign Language Academy.

ASLA may, by written notice, cancel the contract for contractor's default in whole or in part, at any time contractor refuses or fails to comply with the provisions of the contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, ASLA may purchase of otherwise secure item(s) or service(s) and, except as may be otherwise provided; contractor shall be liable to ASLA for any excess costs occasioned thereby.

If after notice of cancellation for default, ASLA determines that the contractor was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the contractor, cancellation shall be deemed for the convenience of ASLA, unless ASLA shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet requirements.

ASLA may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. ASLA shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated order price for the delivered and accepted

portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by ASLA with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

If ASLA determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, ASLA may extend the time for construction when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of ASLA to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

- 3.7. **Sufficient Appropriation** – Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. Albuquerque Sign Language Academy decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by Albuquerque Sign Language Academy prior to that determination.

- 3.8. **Standard Contract** – Albuquerque Sign Language Academy will use the ASLA document agreement between Albuquerque Sign Language Academy and the Service Professional.

- 3.9. **Offeror Qualifications** - 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 13-1-83 and §13-1-85 NMSA 1978.

- 3.10. **Right to Waive Minor Irregularities** - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

- 3.11. **Notice** - The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

- 3.12. **Release of Information** – Only Albuquerque Sign Language Academy is authorized to release information regarding the services provided under this RFP. The Offerors must refer to Albuquerque Sign Language Academy any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

- 3.13. **Reporting** – Meetings with Albuquerque Sign Language Academy or its representative and User Agency Representative are required based on Albuquerque Sign Language Academy requirements.

- 3.14. **Ownership of Documents** – Albuquerque Sign Language Academy shall retain all rights to any and all documents generated as a requirement of services provided.

All documents submitted in response to the RFP shall become the property of Albuquerque Sign Language Academy.

- 3.15. **Records, Statutes** – Records shall be maintained by the successful Offeror as required by applicable municipal, federal or state laws, ordinances, codes, and any contract arising from this solicitation. At any time during normal business hours and as may be deemed necessary, there shall be made available to ASLA for examination all of contractor's records relevant to this or any subsequent agreement. ASLA may audit, examine and/or make excerpts or transcripts, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

The proposal and any subsequent contract are to be governed by the laws and statutes of the state of New Mexico. Any provision required to be included in a contract of this type by an applicable valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

- 3.16. **Indemnification** – Offeror agrees to defend, indemnify, and hold harmless Albuquerque Sign Language Academy and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.

- 3.17. **Conflict of interest** – Offeror warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or breach of this warrant, ASLA shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

#### IV. RESPONSE FORMAT AND ORGANIZATION

- 4.0. **Number of Responses**

Only one proposal may be submitted by each individual or individual entity for the project, which is the subject of this RFP.

#### 4.1. **Number of Copies**

Offerors shall provide one electronic copy of their proposal. Proposal submittals must be submitted electronically by the close date and time for receipt of proposals to:

asla.rfp@aslacademy.com

#### 4.2. **Proposal Format**

- Front cover (blank on back side)
- Submittal Letter
- Table of Contents page
- Sections 1 – 5 (Evaluation Criteria)
  - Offeror Profile & Experience
  - Offeror Qualifications & Reliability
  - Professional Affiliations
  - References
  - Price

|            |   |
|------------|---|
| APPENDIX A | CAMPAIGN CONTRIBUTION DISCLOSURE FORM   |
| APPENDIX B | RESIDENT VETERANS PREFERENCE CERTIFICATION (CERTIFICATE REQUIRED). RESIDENT BUSINESS PREFERENCE CAN ALSO BE INCLUDED (CERTIFICATE REQUIRED) |
| APPENDIX C | CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM  |
| APPENDIX D | OFFEROR INFORMATION/SIGNATURE PAGE  |
| APPENDIX E | CERTIFICATE OF INSURANCE (Accord Standard Form)   |
| APPENDIX F | BUSINESS REFERENCE FORM   |

#### ATTACHMENTS:

- W-9
- Applicable Licenses, Certifications, Education Confirmation
- Back cover (blank on one side)
- Additional contractual language the offeror solicits for ASLA approval.

Any proposal deemed non-conforming by the Executive Director about format could be considered non-responsive. Offerors shall contact the Executive Director to clarify any questions concerning format prior to submission.

#### 4.3. **Proposal Organization** - All pages should be numbered and foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Section 1 through 5, are helpful.



- 4.4. **Submittal Letter** – Each proposal must be accompanied by a submittal letter. The submittal letter should reference the category of ancillary services the Offeror is submitting for. Offeror shall acknowledge compliance with the following items:
- a. Identify the submitting business primary address;
  - b. Identify name and title of the person(s) authorized by the company to contractually obligate the business for purposes of this RFP;
  - c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
  - d. Explicitly indicate acceptance of the Conditions Governing this Procurement.
  - e. Be signed by a person authorized to contractually obligate the Offeror;
  - f. Acknowledge receipt of any and all amendments to this RFP.

## V. SPECIFICATIONS

### 5.0. **Detailed Scope of Work**

Albuquerque Sign Language Academy (“ASLA”) is seeking proposals for a design and construction of a custom-built Mobile Coffee Trolley Trailer and 2 coffee push carts. Selected provider and any/all sub-contractor(s) hired by the provider must be licensed through the State of New Mexico Construction Industries Division and be fully bonded and insured. Selected contractor will be issued a formal contract depicting the scope of work, deliverables and agreed upon contract price.

- Experience designing and constructing mobile coffee trolleys preferred;
- All electric and plumbing (UPC CODE) and HVAC is to be installed by a licensed, bonded and insured electrician and plumber.
- Must meet and pass all environmental, health, fire and safety codes and pass all inspections for both Bernalillo County and the State of New Mexico. Built to the spec of the health code.
- Complete custom design and construction of a fully functional and fully equipped mobile coffee trailer with 6 total coffee stations; 4 coffee stations: (2 espresso machine apparatuses and 2 coffee brewing apparatuses) plus 2 additional stations, that are self-sufficient with hand-washing station similar in theme as trailer (1 espresso machine apparatus and 1 coffee brewing apparatus)
- Façade of the trailer will give the appearance of a New Mexico themed trolley and incorporate the logos of the school.
- Design is to be ADA compliant to accommodate workers with disabilities
- This will be a training facility and viable coffee business;
- Trailer must be 18 to 24 feet of usable space;
- Trailer must have a dual power source with a generator and a 20 AMP electrical hook-up;
- Must have a refrigeration unit for drinks, cream, etc. and warming units for prepared food;



- Coffee stations are to be fully removable so they can be removed and put in classrooms for training.
- Along with construction, the contractor must train on the use and maintenance of all equipment as well as training on the functional use and maintenance of the trolley itself.
- 1 year warranty on construction;
- Quote must be accurate; no additional costs will be accepted unless the school initiates a change order
- 90% of the cost will be paid by the completion of the project. 10% will be held for 90 days to assure that the Trolley and carts are fully functional and all training has been completed.
- Must be completed and placed in service by January 1, 2025

## VI. EVALUATION

### 6.0. Evaluation Criteria

**IMPORTANT:** Offeror needs to ensure that the response provided addresses the five evaluative areas.

- 6.1 **Short listing** – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. A resident business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of five percent of the total possible points to be awarded. When a joint proposal is submitted by both resident and nonresident business, the resident preference shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the fee proposed in Section IV that will be performed by a nonresident business. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are as follows:

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| Factor   | Points    |
|--|-----------|
| <p><b>I. PROPOSER PROFILE &amp; EXPERIENCE:</b></p> <ul style="list-style-type: none"> <li>➤ Please describe your company’s operation and its capabilities as a potential contractor to ASLA. Specifically address management’s commitment to such a contract.</li> <li>➤ Please demonstrate how you/your company proposes to meet ASLA’s stated needs.</li> <li>➤ Describe your background/history and years in business.</li> <li>➤ Describe your company’s operation in working with similar entities.</li> </ul>   | <b>35</b> |
| <p><b>II. PROPOSER QUALIFICATIONS &amp; RELIABILITY:</b></p> <ul style="list-style-type: none"> <li>➤ Provide information that would document that the Offeror has provided these kind of services in the past, demonstrate ability and reliability to provide services in the future, and has demonstrated competence, credibility, and responsiveness in meeting the needs of ASLA districts and charter ASLAs in New Mexico.</li> <li>➤ Detail the staff and establish the level of expertise.</li> <li>➤ List prior professional experiences in providing this service as either an individual or as a firm.</li> <li>➤ Provide all licenses, certification and degrees that would qualify you as a service provider.</li> </ul>   | <b>35</b> |
| <p><b>III. PROFESSIONAL AFFILIATIONS</b></p> <ul style="list-style-type: none"> <li>➤ List any and all professional affiliations</li> </ul>  | <b>10</b> |
| <p><b>IV REFERENCES</b></p> <ul style="list-style-type: none"> <li>➤ Offeror must be able to demonstrate a successful track record of past performance providing products/services closely related to those specified in this RFP. Provide contact names and telephone numbers of at least three (3) institutions that have utilized your services.</li> </ul>   | <b>10</b> |
| <p><b>V. PRICE</b></p> <ul style="list-style-type: none"> <li>➤ Offerors are to submit a complete hourly billing rate for standard time, overtime and any other rates they would like ASLA to consider for all work or services to be performed. <b>Note</b>, rates submitted are to include all parts, labor, equipment, supplies, insurance, administrative support, overhead, profit, payroll and any other costs associated with performing services. Gross receipt taxes shall be not be added to your hourly rate; this expense will be paid as a separate line item as referenced in your invoice.</li> </ul> <p><b>NOTE: In addition to hourly labor pricing, offeror shall identify any additional fees that they request the ASLA to consider. ASLA reserves the right to engage/employ any consultant introduced or referred by the Offeror. Identify any fees ASLA would incur should we hire the individual as initially provided by the Offeror.</b></p> | <b>10</b> |
| <p>Total Points without Oral Presentation/Interview</p>  | 100       |
| <p>Total (100 Points with Oral Presentation/Interview if required)</p>   | 200       |

## APPENDIX A

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**RFP NO. 2022-001**

**Trolley Cart**

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) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
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)

(THIS AREA INTENTIONALLY LEFT BLANK)

**APPENDIX B**  
**Resident Veterans Preference Certification**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
Signature of Business Representative\*

\_\_\_\_\_  
Date

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or =award of the procurement involved if the statements are proven to be incorrect.

APPENDIX C

CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM  
RFP NO. 2024-002  
Trolley Cart

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Albuquerque Sign Language Academy in response to the above referenced request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or governing board member of Albuquerque Sign Language Academy (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 Sign Language Academy employee, governing 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 Sign Language Academy employee, governing 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.

\_\_\_\_\_  
\_\_\_\_\_

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 the Executive Director of Albuquerque Sign Language Academy the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

APPENDIX D

OFFEROR INFORMATION/SIGNATURE PAGE

**RFP NO. 2024-002**  
**Trolley Cart**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR

\_\_\_\_\_

STREET ADDRESS

\_\_\_\_\_

PO BOX

\_\_\_\_\_

CITY/STATE/ZIP CODE

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

FAX NUMBER

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

ALTERNATE CONTACT

\_\_\_\_\_

STREET ADDRESS

\_\_\_\_\_

PO BOX

\_\_\_\_\_

CITY/STATE/ZIP CODE

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

FAX NUMBER

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

ALTERNATE SIGNATURE

\_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE



## APPENDIX E - INSURANCE REQUIREMENTS

### **CERTIFICATES OF INSURANCE:**

The Contractor shall furnish Albuquerque Sign Language Academy one copy each of Certificates of Insurance herein required for each copy of the Purchase Order/Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to Albuquerque Sign Language Academy copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. “Albuquerque Sign Language Academy, its Governing Board, agents, servants and employees are held as additional insured.”
2. “The insurance coverage certified herein shall not be canceled or materially changed except after forty-five (45) days written notice has been provided to Albuquerque Sign Language Academy.”

### **COMPENSATION INSURANCE:**

The Contractor shall procure and shall maintain during the life of this contract Worker’s Compensation Insurance as required by applicable State law for all Contractor’s employees to be engaged at the site of the project under this project and in case of any such work sublet the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Worker’s Compensation Insurance for all the subcontractor’s or sub-subcontractor’s workers which are covered under the Contractor’s Worker’s Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker’s Compensation Status, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer’s insurance in any amount of not less than \$500,000.

### **CONTRACTOR’S PUBLIC LIABILITY INSURANCE**

The contractor shall procure and shall maintain during the life of this contract Public Liability Insurance as required by applicable State law. In case of any work being sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Public Liability Insurance for all the subcontractor’s or sub-subcontractor work being performed under this Purchase Order/Agreement. In any case, whereby the Contractor’s sub-contractor or sub-subcontractor services are not covered under separate policy, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to be covered under the contractor’s policy. The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits, effective as of June 8, 2012, are:

\$1,000,000 per occurrence; \$2,000,000 annual aggregate.

### **CONTRACTOR’S VEHICLE LIABILITY INSURANCE:**

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage “equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978.” The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits, effective as of July 1, 1992, are:

|                 |                           |
|-----------------|---------------------------|
| Bodily Injury   | \$750,000 Each Occurrence |
| Property Damage | \$100,000 Each Occurrence |

**SUBCONTRACTOR'S AND SUB CONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:**

The Contractor shall either:

1. Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors of sub-subcontractors in the Contractor's Policy as required under this Article.

**GENERAL:**

All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to Albuquerque Sign Language Academy.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

(THIS AREA INTENTIONALLY LEFT BLANK)

APPENDIX F - BUSINESS REFERENCES

OFFERORS SHALL PROVIDE REFERENCES ONLY ON THIS FORM. REFERENCES CANNOT BE ALBUQUERQUE SIGN LANGUAGE ACADEMY.

1. FIRM NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE OF CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. FIRM NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE OF CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. FIRM NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE OF CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_  
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