



# ***ALBUQUERQUE PUBLIC SCHOOLS***

## **Invitation to Bid: 17-058SC-DW FIRE SPRINKLER SYSTEMS**

BID DUE TIME AND DATE: January 24, 2017 @ 11:00 AM LOCAL TIME  
PURCHASING CONTACT: Steven Carpenter at 505-878-6121  
E-MAIL: carpenter\_st@aps.edu

LOCATION:  
Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

### **OFFICIAL CONTACTS ONLY**

This Bid contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See Page 4, Item 6 of General Instructions of this document.

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## GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than January 24, 2017 at 11:00 AM (local time)
2. To ensure proper identification and handling, clearly indicate the BID number, Bid title, opening date, opening time on the outside of the sealed response envelope:

**PHYSICAL ADDRESS:**

Albuquerque Public Schools  
 ATTN: Procurement Department  
 6400 Uptown Blvd. NE, Suite 500 E  
 Albuquerque, NM 87110

**MAIL TO:**

(Allow minimum 5 business days for US mail):

Albuquerque Public Schools  
 ATTN: Procurement Department, Suite 500 E  
 PO Box 25704  
 Albuquerque, NM 87125-0704

3. It is the bidder’s responsibility to ensure the bid arrives before the due date and time. Bidders are cautioned that “late is late”. It is the responsibility of the Bidders 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.
4. Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept bids electronically, by fax, or email, as a hardcopy with original signature must be submitted. Any and all Bids not received by the submission date and time shall be rejected.
5. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	12/20/17
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	1/12/17
Submission of Bid	Bidder	1/24/17
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

6. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.
7. Any inquiries or requests regarding clarification of this bid document shall be submitted to the buyer in writing. Bidders 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 the District. Any contact with an APS Department or School may automatically result in a rejection of bid. Any other communication will be considered unofficial and non-binding. Please note the last day for questions in the sequence of events above (#5).
8. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the Bid. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
9. It is the responsibility of every bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement>) then select "See Current Bids and RFPs") prior to the due date before submitting their bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted bid.
10. Bidders must have acquainted themselves with all conditions affecting this bid before submitting their bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed bid documents to obtain first-hand knowledge of all proposed work. Bidders will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed bid documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid.

11. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid.
12. No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.
13. APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

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

“APS” shall mean Albuquerque Public Schools.

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

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

“Contractor” shall mean successful supplier.

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

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

“District” shall mean Albuquerque Public Schools.

“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 bid.

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

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

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

15. Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements.

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

17. This bid may be canceled or may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

18. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidder submitting responsive bid with resulting agreements most advantageous and in the best interest of the District.
19. All costs incurred by a Bidder in connection with responding to this Bid, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.
20. This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.
21. The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. Albuquerque Public Schools reserves the right to the sole judge to determine “meets or exceeds”.
22. The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.
23. The buyer, after review of the bids may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.
24. The contents of the bid will be available to the public at bid opening. The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
25. Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 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.
26. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
27. APS will not select from multiple offers on a single document. If bidder offers more than one brand/price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is a low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as “Bid #2”. Each bid must stand alone and comply with the terms and conditions of the contract. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.

28. A bidder may submit an amended bid prior to the deadline for receipt of bids. Such an amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble bid materials for the bidder.
29. The bid price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the Invitation to Bid. The bid price shall be valid for 60 days after opening.
30. APS reserves the right to negotiate pricing with successful bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.
31. In the event APS receives comparable pricing structures and list prices in the same categories, then APS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.
32. Albuquerque Public Schools reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part, if it is in the best interests of Albuquerque Public Schools. Additionally, the District reserves the right to reject any or all bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder.
33. The District reserves the right to increase or decrease the quantity of any item called for, add additional related items as the District deems necessary, or to eliminate any item entirely.
34. It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
35. If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Albuquerque Public Schools reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.
36. Any resulting purchases under the bid will be made by Albuquerque Public Schools purchase order or procurement card. Quotes provided to Albuquerque Public Schools will be quoted as provided on the Invitation to Bid and will reference the Price Agreement number so verification of pricing can be made.
37. Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

## TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to enter into a six (6) year indefinite quantity contract with awarded Bidder(s). Please note, although this contract will be for the full term, price adjustments will be considered. See item 4 of this section, pricing escalation.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The contractor may terminate this contract only if Albuquerque Public Schools fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and the District.
  - B. Termination by the District
    1. For Cause
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
        - ii. Contractor's violation in any substantial way of any provisions of this contract.

- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

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

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

10. **INSURANCE (If Applicable):** The successful Bidder shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and 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:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

- c. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

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

NOTE: Certificate holder shall be: Albuquerque Public Schools.

Certificate of Insurance forwarded to: Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

- 11. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
- 12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
- 13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools.
- 14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
- 15. **CONFLICT OF INTEREST:** By submitting a bid, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.

16. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.
23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **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 vendors or potential vendors in connection with a procurement action.
25. **PROTEST:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- I. State the reasons for the action taken; and
- II. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978)

26. **BIDDER ACKNOWLEDGEMENT:** By responding to this Bid, Bidder acknowledges and agrees to the terms and conditions set forth in this Bid and certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District.

## TECHNICAL SPECIFICATIONS

- a. **Intent:** To establish pricing for performance of Inspection/Test and Maintenance/repair for wet/dry Pipe sprinkler systems at Albuquerque Public School sites. See Scope of Work below.

**Scope of Work:** This is an indefinite quantity contract to inspect and test or possibly maintain/repair or replace wet/dry pipe sprinkler systems in compliance with the Fire Marshal's safety requirements. Contract will consist of:

Scheduled and On-call inspections

Periodic flow tests as required by

NFPA 25 Section 1-10 Repair

services when needed

**NOTE:** At any stage of the work, should contractor suspect/detect asbestos containing materials, contractor is not to disturb or remove it. Contractor shall immediately stop work and contact APS' designee. APS' designee will then notify APS Asbestos Management Personnel. APS will instruct contractor when to proceed with project.

APS reserves the right to negotiate for services related to this contract, but which are not specifically identified herein

**Current Conditions:** APS fire sprinkler systems have been inspected and tested on a regular schedule by a qualified contractor. Bidders should assume all equipment is in satisfactory operating condition when preparing bid prices.

**Pricing Guidelines:** Prices quoted for all bid items are firm for the life of the contract (including any renewals) regardless of site location within the school district.

**Inspection/Test:** (Items 1a-1d on pricing page 26) NFPA requires a walk-through visual inspection of sprinkler systems be done at least once per year. Define your company's approach to this service (i.e. chargeable at an hourly rate or included in quarterly inspection). Specify pricing for (at a minimum) annual visual inspection of facility systems (1a), to include a comprehensive report. Also provide a per inspection price for quarterly inspection and flow test of sprinklers (1b-d).

Contractor is to provide all labor and equipment needed to perform these services. On quarterly services, sprinkler systems in tandem shall be invoiced the appropriate multiple of each system (one single riser in tandem with a split riser shall be billed at the sum total of the two quoted prices). Prices are to include inspection reports.

Contractor is to provide a copy of the inspection report of each fire sprinkler system at each site in a sealed plastic folder for review by the Fire Marshall.

**Repair:** (Items 2a & 2b on pricing quotation page 26) Regular hourly rate and overtime rates are to be quoted for necessary repair of system components.

**Parts:** (Item 2c on pricing quotation page 26) miscellaneous repair parts will be structured as a percentage discount from manufacturer's list price. Price list(s) will be allowed to change as standard in the trade but the discount will remain firm during the term of the contract. **“Cost Plus” pricing is not acceptable on bid per State Procurement Code. Bids with cost plus pricing will be rejected.** Parts over \$30.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus quoted discount from list percentage. Contractor shall also be prepared to substantiate charges of items under \$30.00 should audit require verification. Also refer to Item 2.3, Procurement of other Materials on page 11.

**Prompt Response:** Routine maintenance inspections will be in accordance with established schedule. (See item 1.13 page 10). Additional non-emergency calls shall be responded to as soon as possible-- but always within the same day. All emergency calls will require immediate response 24 hours, 7 days per week.

**Licensing and Workmanship:** Contractor(s) shall be properly licensed by the New Mexico Construction Industry and all work of this contract shall be performed by workers carrying credentials as noted in paragraph 18, page 4. All workers credentials shall be submitted for this bid (see page 19).

**Permits/Licensing/Fees:** It is the contractor's responsibility to secure in a timely manner and pay for permits required by particular job. The exact cost of job permits will be reimbursed by APS. Add to invoice as a separate documentable item. APS does not pay for business licenses, contractor licenses etc. or renewals of same, memberships In professional affiliations and similar costs of doing business which are the contractor's obligation to secure and maintain. The cost of all bonding will be paid by the contractor and will not be paid by APS. Include these costs in your quotation.

**Supervision:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and who shall normally be present on the site during the execution of the work.

**Standards:** All work and materials shall comply with the latest recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and Municipal codes and ordinances. All services performed by the contractor shall be in accordance with the latest editions of National Fire Protection Association Codes and Standards No.25.

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

**Protection of the Work:** The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.

**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, and shall leave all surfaces and areas completely clean at final completion. All furniture/appliances moved during the course of work shall be returned to their original position.

**Estimates:** APS will not pay for installation/repair estimates. Contractor shall include those costs in the price of the contract.

**Inspections:** All maintenance inspections and repair work will be inspected by APS designee with or without prior notification to the contractor.

**Guarantee:** Contractor shall warranty new equipment, materials and installation workmanship furnished and installed by him under this contract to be free from defects and shall agree to replace at his expense, and without expense to APS, any and all defective equipment parts, etc. for 12 months after final acceptance by APS. All new controls shall carry a two year warranty.

**Post Award Conferences:** After bid award, the contractor shall meet with APS Procurement and APS Director of Maintenance & Operations or designee(s), to determine inspection and servicing schedule and clarify procedures, paper-flow, etc.

## **MATERIALS**

**Equipment, Materials and Parts:** Contractor shall maintain at all times (or have access to) an ample stock of pipes, fittings, sprinkler heads, and the various parts necessary to complete specified inspections/tests/repairs within the required time frame(s). All replacements shall be of equal or greater quality as compared to the original. Manufacturer's data for supplies items shall be submitted to APS Manager of Mechanical Maintenance & Operations, or designee.

All materials shall be new, unused, and in perfect condition. However, If conditions would necessitate utilizing used/rebuilt items, prior approval must be secured from the Manager of Mechanical Maintenance & Operations, or his designee.

**Manufacturer's Recommendations:** All materials shall be handled in accordance with manufacturer's instructions. Any conflict between the manufacturer's instructions and these specifications or code requirements shall be brought to the attention of APS designee before proceeding.

**Procurement of Other Equipment, Materials and Parts:** APS reserves the right to procure any materials through normal procurement channels and to furnish such materials to contractor for installation. Materials so procured shall not be marked up by the contractor in any manner.

APS at any time may enter in to an equipment/materials/parts only contract for warehouse stock. In this event, such contract awarded shall not affect or be in breach of contract with this document.

**New Systems:** The intent of this contract is **not** to purchase new systems for stock or new construction projects. The purchase of new systems for these purposes will accomplished through a separate bid process.

**Repair or Replace Decisions:** Contractor may proceed with routine repairs necessary to maintain systems in proper working order. Should contractor notice equipment obsolescence, continued costly repair situations and/or relocation needs, he shall inform the Manager of Mechanical Maintenance & Operations, or designee.

Final replacement decisions will be solely the responsibility of APS Manager of Mechanical Maintenance & Operations, or designee. Contractor shall not proceed without proper authorization.

## **EXECUTION**

**Sites:** All fire sprinkler Systems shall be on the quarterly inspection schedule. In addition to these cycled inspections, APS may need maintenance Inspections on an on-call basis for locations where vandalism is suspected, etc. On-call inspections shall be performed as and billed at the quoted rate for quarterly inspections (Item 1b, 1c or 1d on page 26).

Should sites be added/deleted during the life of the contract, APS shall notify the contractor in writing.

**Service Requirements:** All work shall comply with the current edition of NFPA #25. Inspection, Testing, and Maintenance Service, as defined in NFPA #25, 1-5, is a service program provided by a qualified contractor or owner's representative in which all components unique to the property's systems are inspected and tested at the required times and necessary maintenance is provided. This program includes logging and retention of relevant records.

To avoid false alarms to APS's supervisory service, the alarm receiving facility/Site Administrator shall always be notified by the contractor (1) before conducting any test or procedure that could result in the activation of an alarm and (2) after such tests or procedures are completed. If the Site Administrator objects to the inspection of the supervisory alarms, arrangements shall be made with the site Administrator as to when inspections and or supervisory alarms may be conducted.

System components are to be tested as follows:

Main Drain to be tested quarterly per NFPA #25, Section 9-2.6

Waterflow alarm to be tested quarterly per NFPA #25, Section 9-2.7

Control valve position to be tested quarterly per NFPA #25, Section 9-3.4.1 Operation to be tested annually per NFPA #25, Section 9-3.4.2

**NOTE: APS requires names of qualifying employees and a listing of their credentials to be submitted on page 27. Copies of credentials are to be submitted with the bid. Contractor shall also submit a copy of the company's Inspection and test checklist with the bid. List shall clearly indicate items covered under the quoted inspection and test fee.**

## **INSPECTIONS:**

**Annual Walkthrough Inspection:** As a minimum, entire sprinkler system shall be visually inspected from floor level. Sprinklers shall be free of corrosion, obstructions to spray patterns, foreign materials, paint, and physical damage. Sprinkler piping shall be inspected to verify that it is in good condition and free of mechanical damage, leakage, corrosion, and misalignment. Sprinkler piping shall not be subjected to external loads.

Sprinkler pipe hangers and seismic braces shall be inspected; reports shall indicate any damaged or loose hangers or braces.

Gauges shall be inspected to ensure that they are in good condition and that normal water supply pressure is being maintained.

Prior to the onset of freezing weather, buildings shall be inspected to verify that windows, doors, skylights, ventilators and other openings and closures, blind spaces, stair towers, roof houses, and low spaces under buildings will not expose sprinkler piping to freezing temperatures and that adequate heat (minimum 40 degrees F) is maintained.

Quarterly inspection procedures as follows shall then be performed and a comprehensive report generated.

**Annual Tests:** Annual inspection and flow test of fire pumps is to be performed per NFPA 20 and 25. Annual trip test of dry pipe systems is to be performed per NFPA 13 and 25.

### **Quarterly Inspection Procedures:**

#### A. Fire Department Connection

1. "Sensible" caps or plugs in place; if plugs are used, remove and check for foreign objects.
2. Female swivel connections (round and swivel lugs Intact).

#### B. Control valves

1. PIV's
  - a. U n l o c k
  - b. Close and reopen fully; observe signal
  - c. Lock open or seal
2. PIVA's
  - a. U n l o c k
  - b. Close and reopen fully; do not operate with water flowing
  - c. Lock open or seal

- 3 WIV's
  - a. Unlock
  - b. Close and reopen fully
  - c. Lock open or seal
  
- 4 OS&Y's
  - a. U n l o c k
  - b. Close approximately 1/3
  - c. Lubricate screw stem
  - d. Close and reopen fully
  - e. Leave unlocked until finished testing.
  
5. System Piping and Heads
  - a. Check for signs of leakage
  - b. Check for broken hangers and supports
  - c. Check for leaking heads
  - d. Check for physical damage to heads
    1. Deformation and mechanical damage
    2. Loading and/or painting
    3. Corrosion
    4. Cold flow
    5. Tampering or "repairs"
    6. Obstructions
  - e. Check box for supply of extra heads and wrench; replenish if necessary
  
- 6 Alarm Device exteriors inspected for mechanical damage or evidence of bird nesting.
  
7. Inspector's Test Valve
  - a. should be equipped with a cut-off sprinkler head OR
  - b. a sight glass if inside on riser

Reports shall indicate any violations of these requirements as well as any potential hazards noted.

**Quarterly Testing:** A representative sample of sprinkler heads (1<sup>0</sup>/0 of all heads on the riser, but not less than four) shall be tested for performance as Intended to include, but not be limited to: orifice size and K factor, style, temperature rating, coating, if any, deflector type (upright, pendant, sidewall, etc.), and design requirements.

Testing of water flow alarm devices shall include but not be limited to: mechanical/electrical water motor gongs, vane-type water flow devices, and pressure switches that provide audible or visual signals. On wet pipe systems, this shall be accomplished by opening the inspector's test connection (except when prohibited by freezing weather conditions or other conditions when use of the bypass

connection may be permitted). On dry pipe, preaction, or deluge systems, the bypass connection is to be used.

Annual testing of antifreeze solutions shall be accomplished by measuring specific gravity with a hydrometer or refractometer. Solutions shall be adjusted if testing falls outside the parameters found in NFPA #25, Tables 23.4(a) and (b). When an Impairment to a water-based fire protection system occurs, the procedures outlined in Chapter 10 of the NFPA Standard 25 shall be followed, including attachment of a tag to the impaired system.

**Testing procedures:**

- A. Notify all appropriate agencies
- B. Main Drain Test
  - 1. Determine where drain discharges; add hose length if necessary
  - 2. Record water pressure on both gauges
  - 3. Open main drain (2" valve) and lubricate stem
  - 4. Close and fully reopen OS&Y valve noting whether water flow stops
  - 5. Run water through main drain until clear, then slowly close 2" main drain valve
  - 6. Note water pressure; it should be approximately the same as before the tests.
- C. Alarm Test Valve
  - 1. Determine where water motor discharge gong is located; have custodian remove or protect any material which might be damaged
  - 2. Lubricate gong drive shaft
  - 3. Locate alarm test or bypass valve and open it fully
  - 4. Operate alarm for at least one full minute, noting that alarm should operate continuously; do not shutoff until water runs clear. If valve is OS&Y, seal open.
- D. Inspector's Test Valve
  - 1. Determine where water discharges; ensure no damage will occur during test
  - 2. Open until water runs reasonably clear; ensure rust and lime scale do not obstruct flow. Flow at least one minute.
  - 3. Check to make sure water gong is ringing
  - 4. If sight gauge test is used, make sure water is flowing
  - 5. Lubricate valve stem. and close valve fully; ensure valve shuts off completely.
- E. Reports shall indicate any failures found. Complete recording documents; double-check that all valves are in their proper position and locked open. Affix service tags on alarm test valve and inspector's test valve. Reinstate (or have owner reinstate) alarm devices as necessary.
- F. Notify all appropriate agencies that testing is complete.

Receipt of the completed inspection form, signed by occupant and inspector, shall carry a two hundred thousand dollars (\$200,000) per incident guarantee that the system inspected will be 100% operational on the date of inspection and for a period of four (4) calendar months thereafter, with the exception of failure caused by vandalism, adjustments to the system made by other than a qualified licensed contractor, or failure of owner to correct deficiencies noted on the inspection report. This company liability shall be in addition to requirements of item 10A and 10B on pages 9-10. The successful bidder shall submit completed checklist(s) and reports with appropriate invoicing.

**Maintenance & Repairs:** If maintenance or repairs are needed on sprinkler systems, pricing shall be as quoted for component parts plus quoted hourly rate (Also refer to Items 1.2b and 1.2c, page 8).

**Service Recordings:** Contractor must comply with recording dates, work done, and name of worker on the site apparatus.

**Data Base:** Contractor must supply Data Base of all APS Fire protection Sprinkler devices with updated inspection reports as needed.

**Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should any such requests occur, contractor has the responsibility of calling such violations to the attention of APS Procurement Officer.

**Addition/Deletion of Sites to be Serviced:** APS reserves the right to add or delete sites from the contract. Such amendments may become necessary as warranties on units at newly constructed sites expire, as existing facilities are renovated, or in the event a facility is deleted from APS property holdings Addition/deletion of sites shall not affect contract pricing.

**Work Orders:** Work performed under this contract is subject to strict APS Internal controls. **All workmen shall check in through the school office upon arrival and check out again when leaving.** If APS cannot verify workmen's time of arrival/departure, payment on invoices for work performed that day may be held until such verification has been made. All work orders will be assigned to the contractor through the internet SCHOOL DUDE work order system. Training will be provided by the APS M&O Technology department on the work order system.

The Manager of Mechanical Maintenance and Operations, or his designee, reserves the right to visit any job site while work is in progress. APS will not necessarily advise contractor prior to these visits.

After approval of the quarterly (3 month) inspection/test schedule by APS designee at the post award conference, contractor may proceed with scheduled inspections as described on page 8, item 1.2a, without additional authorization.

**Procedures:** When maintenance or repair work is needed, contractor shall issue a report of faults found. **No service is to be performed on the sprinklers or alarm panels until/unless specifically requested by APS through a work order.** If APS elects to have contractor perform the work, APS will issue to the contractor the Construction Report Form or acceptable estimate form with a general description of work to be performed. **Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation.**

The schedule of values section shall then be completed by the contractor, listing a description of work to be completed, the item number, unit price, estimated quantity, estimated hours for man-hour classification and total estimated cost. Site visits will be conducted as necessary. Contractor shall submit the estimate to APS designee for review. Based on APS' calculations, engineers estimates etc. of the work to be done, estimate will be approved or discrepancies renegotiated with the contractor. Return of the signed estimate shall authorize the contractor to proceed with the work. Changes to work orders will follow the same guidelines.

The following personnel have been designated as authorized contacts for purposes of this contract:

1. John Dufay, Executive Director, Maintenance and Operations
2. Frank Maes, Mechanical Maintenance Manager

This list is subject to revision at any time. All revisions will be in writing.

In emergency situations, the Director of Maintenance and Operations or designee may make a verbal work request. Contractor will be provided a confirmation work order number. **Note:** Contractor shall **not** accept work requests directly from site locations. Contractor shall proceed with work only after receiving proper authorization from authorized contact(s).

APS Director of Maintenance and Operations or designee will establish work schedule arrangement with the individual site administrators and managers. The site administrator/designee will sign appropriate form verifying the work has been completed; final acceptance shall be granted as per paragraph 12, page 7.

**Subcontractors:** The contractor may subcontract portions of the work to qualified and licensed subcontractors. The contractor shall be fully responsible for the work of all subcontractors, at any tier, to the full extent of the requirements of the contract. Submit subcontractor's list on page 29. **No markup will be allowed for subcontracted work. Prices for all work shall reflect the general contractor's bid.** Note that any subcontracted work must be minimal and incidental to the main project. Do not bid with the intention of subcontracting the main thrust of the work. Subcontractor must be fully established, licensed and otherwise qualified.

Listing threshold is established as \$5,000. Provide the name and location of place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of this public works construction project in any amount in excess of \$5,000. State also the nature of the work to be done by each subcontractor. List only one subcontractor for each category as defined by you.

**Interrupting Services:** The contractor shall communicate and coordinate the execution of all work within the building in order to minimize interference during the educational process or any in-service conducted by the school principal or staff, or with the operation of existing mechanical, electrical, plumbing, and utility systems during replacement or repair work. Connections to existing systems requiring the Interruption of service within the building shall be carefully coordinated with the Mechanical Manager of Maintenance and Operations to minimize system down times. Absolutely no interruption of the existing services will be permitted without the approval of the Manager of Mechanical of Maintenance and Operations or designee.

**Inspections after hours/weekends/special functions:** There is the need for some inspections to be done after normal working hours (i.e. after hours, weekends). There are schools and facilities that do not allow inspections during normal working hours due to multiple alarm activation systems and/or administrations not approving any inspections at all during normal working hours. There may also be special functions such as testing and special events that inspections may not be allowed. As mentioned above all these situations must be carefully coordinated with the Mechanical Manager of M&O to accommodate APS facilities. Please state your companies' policy regarding these special conditions. Also, include any extra charges, if any, with your pricing on page 18, section 3 that may be incurred as a result of these special situations.

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

**Fall Protection:** Appropriate and legally required equipment shall be worn or used to prevent injury to personnel from falls.

**Operation Prior to Acceptance:** Albuquerque Public Schools shall have the right to operate any and all apparatus as soon as and as long as it is operating condition whether or not such apparatus has been accepted as complete and satisfactory. This shall not be construed to mean acceptance before any required alterations or repairs have been completed and does not indicate acceptance of the equipment by APS. APS will not operate equipment specifically designated by the Contractor as unsafe or which has repairs in progress. It is the Contractor's responsibility to post notification that apparatus is unsafe to operate.

**Final Acceptance:** The contractor shall notify the APS Mechanical Manager of Maintenance and Operations or designee when each work order/project is complete. The Mechanical Manager of Maintenance and Operations shall arrange for prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory or provide a written list of Items to be corrected and/or completed.

**Purchase Orders and Invoicing Procedures:** Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed.

A Price Agreement (PA) issued as a result of this Bid (Or RFP) has no dollar value associated with it and there are no guarantees that APS will require services or goods under the PA. The PA is an agreement on terms and conditions and pricing for possible future releases based on the needs of APS during the contract period.

Itemized invoices, clearly referencing appropriate pricing agreement number and bid number shall be submitted to APS Maintenance & Operations, 915 Locust SE, Albuquerque, NM, 87106. Copies of the completed Construction Report Form, completed inspection checklist, or appropriate estimate form shall be attached to the invoice to substantiate charges for auditor tracking purposes, be properly documented with a separate invoice showing invoice numbers, amount, date and computation to verify charges.

When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the contract.

**Pricing Structure:** Bid pricing should be submitted on the form provided on page 26. Submittals as defined on the checklist (see page 34) are required with all bids. **Failure to submit all documents requested with your response will deem the bid non-responsive and will be rejected.**

Should APS elect to, on demand, have contractor inspect systems other than those indicated on attached listing, or have contractor inspect systems outside of the approved inspection schedule, contractor shall bill APS at the quoted maintenance inspection rate. Should such inspection reveal repairs are necessary and should have been detected during a previous scheduled inspection, contractor shall credit the cost of the second inspection to APS.

**Weighted Values:** A per item weighted values is stated on the proposal pages for award purposes. These values are **proportional** to expected usage of other items in the contract. They are **not** estimated usage figures and this is not commitment to purchase.

**Cost Plus Fixed Fee – Description and Example:**

*You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149).*

All equipment and/or items (not labor) furnished under this contract shall be sold to APS at the cost of the invoice total plus a pre-determined, agreed by both parties, *fixed-fee reimbursement* amount which will allow contractor to cover overhead and G&A expenses plus fee/profit costs. Applicable local taxes also apply. For this Fire Suppressant contract, a spend benchmark range of \$0.01 to \$100.00 has been established for contractor to derive such fixed-fee. APS understands that prices of parts/materials may fluctuate, but this fixed-fee reimbursement amount will remain firm for the duration of the contract.

State, in dollars, your fixed-fee reimbursement amount requested for every (increment of) \$100.00 spent in purchases of parts/materials: i.e. \$9.00 (**for purposes of this example only**)

The *fixed-fee reimbursement* amount requested above will be applied to invoices in fixed, incremental, one-hundred dollar ranges. As required, this fixed-fee amount is to be listed on a separate line item of the final invoice to APS. A copy of the original invoice for parts/materials will be required and must be attached to the final contractor's invoice to APS for compliance (see the invoicing section 33, page 20).

**\*The minimum threshold amount set to apply the fixed-fee reimbursement amount is \$50.01. Materials totaling \$50.00 and under will be billed to APS as a "pass-through" charge with no fixed-fee reimbursement amount added.**

For example, a contractor requests a *fixed-fee reimbursement* amount of \$9 for the first, and every subsequent \$100.00 spent on parts/materials. The total cost of an invoice for (parts/materials) purchases made for a particular project is \$362.95. The resulting *fixed-fee reimbursement* amount would be \$36.00 (listed on a separate line item of the final invoice to be submitted to APS), applicable tax (7%) \$27.93; the final invoiced amount to APS = \$426.88.

Parts/Materials \$362.95

<i>Fixed-Fee</i>	\$ 36.00 – (1 <sup>st</sup> \$9 for \$0.01 to \$100; 2 <sup>nd</sup> \$9 for \$100.01 to \$200; etc.)
<u>NMGRT (7%)</u>	<u>\$ 27.93</u>
	\$426.88

**Basis of Award:** Award(s) will be based upon deepest discount/best bid pricing for comparable list/product or group of products. Delivery, comprehensiveness, and currency of price list(s), and the best interest of the District respective to walk-in trade may be factors in bid

If a particular item is determined to be "not standard in the industry" by at least half of the bidders, then that item will be deleted from the bid for evaluation purposes.

# PRICING LIST

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative: \_\_\_\_\_ Contractor's License #: \_\_\_\_\_  
(If Applicable)

Type or print name of above: \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Veterans Preference Certification No. (If applicable): \_\_\_\_\_

**Contact information for Sales Department:**

**Contact information for POs/Invoicing/Etc.:**

Name of Contact: \_\_\_\_\_ Name of Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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

**\*\*\* IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY APS PROCUREMENT. \*\*\***

NOTE: Review the pricing guidelines on page \_\_\_\_, items \_\_\_\_. Contractor agrees to perform the work according to the terms and conditions and the specifications described herein at the prices stated below throughout the time period of this contract.

Vendor: \_\_\_\_\_

NOTE: Review the Pricing guidelines on page 8, Items 1.2 through 1.2c. Contractor agrees to perform the work according to the terms and conditions and the specifications described herein at the prices stated below throughout the time period of the contract.

Item No.	Description	Weighted Value	X	Price Quote	=	Extended Total
<b>1. INSPECTION/TEST OF WET/DRY SPRINKLER SYSTEMS</b>						
1a)	Annual Walkthrough Inspection	170		Price per Hour/_____		
1b)	Quarterly Inspection Single Riser	165		Price per Inspection/_____		
1c)	Quarterly Inspection Split Riser	25		Price per Inspection/_____		
1d)	Quarterly Inspection Dry Pipe System	3		Price per Inspection/_____		
1e)	Annual Inspection/ Flow Test of Fire Pumps	10		Price per Hour/_____		
<b>2. REPAIR</b>						
2a)	Regular Hourly Rate	20		Price per Hour/_____		
2b)	Overtime Hourly Rate	5		Price per Hour/_____		
2c)	Repair Parts (Percentage Discount from List)			%_____		
<b>GRAND TOTAL (ITEMS 1a-2b)</b>				_____		

**Submittals:** See bid Submittal Requirements and Check List (attachment 2, page 19)

**Award:** All factors will be considered in proportion to weighted value for each item.

Award will be made to overall low bidder for items 1 and 2 inclusive. All Licenses/certificates/employees/credentials and checklists listed above must be included in bid package or bid will be considered non-responsive and rejected.

**Tax Rate:** State your business location's tax rate: \_\_\_\_\_

**Overtime Policy:** State your company's overtime policy; I.e. over 40 hours, over 8 hours, etc.

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**Qualified Employee Listing**

Submit this listing and copies of credentials with bid document. (see section 1.4 page 9 & section 3.2, page 11)  
Name(s) of employee(s) qualified to inspect systems:

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List and attach copies of all Training Credentials (in sequence with above names):

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## SUBCONTRACTOR LISTING

Pursuant to Section 13-4-34 of the New Mexico Procurement Code, the listing threshold for this Public Works Project is established at \$5,000.00. Any person submitting a bid shall set forth:

1. The name and location of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the Public Works Construction Project in an amount in excess of the listing threshold.
2. The nature of the work which will be done by each subcontractor. List only one subcontractor for each category as defined in your bid.

If my proposal is accepted, the following subcontractors may perform work under this contract. (If you do not plan to utilize subcontractors, write "none").

COMPANY NAME	ADDRESS	NATURE OF THE WORK
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Subcontractors must also be registered with the New Mexico Department of Workforce Solutions, current in their dues and in good standing at time of bid opening. Failure to be in good standing at bid opening time will result in automatic disqualification as a subcontractor. APS must be notified of and must approve of any changes (of proposed subcontractors) which may occur during the life of the contract. The general contractor shall be fully responsible for the work of the subcontractors, at any tier, to the full extent of the requirements of the contract.

\_\_\_\_\_  
Signature

**CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM**

**CONFLICT OF INTEREST**

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

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

Email: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“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.

**“Prospective contractor”** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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)

# RESIDENT VETERANS PREFERENCE CERTIFICATION

## BID NO. 17-058SC-DW FIRE SPRINKLER SYSTEMS

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

**Please check one box only**

Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 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 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 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 the statement is true to the best of my knowledge. I understand that by 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 un-award of the procurement involved if the statements are proven to be incorrect.

# **BID SUBMITTAL REQUIREMENTS AND CHECKLIST**

## **BID NO. 17-058SC-DW FIRE SPRINKLER SYSTEMS**

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and failure to submit them with your response will deem it non-responsive and will be disqualified. Check off and sign that items are included in your response to this bid.

- Bid Price List (with signature and contact information completed)
- Completed Conflict of Interest and Debarment/Suspension Form
- Campaign Contributions Disclosure Form
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate
- Bid Submittal Requirements and Check List
- Certification of Insurance (if applicable)
- Copy Current MS #12 License
- Copy of your current "New Mexico State Fire Marshall's Office Certificate of Fitness"
- Copy of all your company's inspection and test report checklists
- Completed Employee Listing/Training Credentials
- Bid Submittal Requirements and Checklist

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(Signature)

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(Date)