



**ALBUQUERQUE
PUBLIC SCHOOLS**

Accelerate Progress for Students

Rennette R. Apodaca, MPA, CPPO
Executive Director

Raquel Reedy
Interim Superintendent

May 13, 2016

BID NO: 16-039SC-KM Backflow Prevention Assemblies

DATE: June 7, 2016

TIME: 11:00 a.m.

**PHYSICAL
LOCATION:** Albuquerque Public Schools
Procurement Department
(Address for Express or Hand Delivery)
6400 Uptown Blvd NE, Suite 500 E
Albuquerque, NM 87110

**U.S. MAIL
PO BOX
LOCATION:** Albuquerque Public School
Procurement Department
(Address for First Class or Parcel Post Delivery)
P.O. Box 25704
Albuquerque, NM 87125

Allow appropriate time for delivery to the Procurement Department location before the deadline time and date.

PO Box Address, i.e. USPS First Class or Parcel Post Delivery. Allow one (1) additional business day for internal APS mail distribution.

CONTACT: Steven L Carpenter, Senior Buyer
Carpenter_s@aps.edu (505) 878-6121

SPECIAL INSTRUCTIONS: Complete BID documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late BIDS are not accepted and will be returned un-opened.** To ensure proper identification and handling, clearly indicate the BID Proposal Number, Name, and the Opening Date and Time on the outside of the sealed response envelope.

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INFORMATON FOR BIDDERS

1. **Intent:** To establish pricing for performance of Inspection/test and maintenance/repair service for Back Flow Prevention Assemblies at Albuquerque Public School sites. See Scope of Work page 8.
2. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Price Agreement Order Issued by APS to the Contractor and shall bind the Contractor to the terms of the Contract Documents.
 - Bid Invitation
 - Information for Bidders
 - General Operating Conditions
 - Technical Specifications:
 1. General Requirements/Scope of Work
 2. Materials
 3. Execution
 - Pricing
 - Qualified Employee Listing
 - Subcontractor Listing
 - Conflict of Interest Form
 - Terms & Conditions (Signature Pages)
 - Construction Report Form
 - Backflow Prevention Assembly Test Report
3. **Preparation of Bids:** 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 person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign the bid. Bids not signed and returned with bid submittal will be considered will be considered non-responsive and will be rejected.**
4. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. The owner reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof by delivering written notice to the location designated as the place where bids are to be received. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids which are transmitted using facsimile equipment. This may not apply to amendments or addenda which do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding.
5. **Qualification of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by,

or investigation of, such bidder falls to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law applying to APS personnel shall be deemed to be in force for Contractor's work force occupying any work site.

6. **Familiarity With Conditions:** Clarification of bidding procedures for this Contract may be made by contacting Steven Carpenter, District Buyer, APS Procurement Division, telephone (505) 878-6121 clarification of the technical aspects of this contract may be made by contacting Frank Maes, (505) 765-5950, Ext. 278. Bidders must have acquainted themselves with all conditions affecting this Contract before submitting a bid. No claim shall be made nor will one be allowed the Contractor for negligence, misunderstanding, or error in this regard.

Bidder shall carefully examine the proposed contract to obtain first-hand knowledge of all proposed work. Contractors 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 contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analyses and has made provision as to the cost thereof in his bid.

7. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations Imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
8. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or 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 low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies or the necessary pages (including signature pages) and submit as Bid #2 Each bid must stand alone and comply with the terms and conditions of the contract.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of Items; 2) to reject any or all bids or any part thereof; 3) to waive any Informality in the bids, and 4) to accept the bid that is the best Interest of APS. Delivery may be a factor in bid award. It is the responsibility of the bidder to inquire as to bid results and the status or any subsequent award(s).
10. **The Procurement Code:** The 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 kickbacks. If your company is approached by any per son seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3724.

11. **Protest:** Any bidder, offerer, or contractor who is aggrieved in connection with procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing within 15 calendar days after the fact or occurrence giving rise thereto.
12. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of Contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, and payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
13. **Cancellation:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance/product will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

APS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorate order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

14. **Contract Modification:** No oral statement of any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Division.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if given, such shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

15. **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 on request. This does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.

16. **Insurance:** The contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed:
- A. **Workers' Compensation Insurance:** As required by the Labor Laws and the New Mexico Statutes.
 - B. **Public Liability Insurance:** At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Workers' Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Liability Insurance: The Contractor shall procure and maintain during the life of the contract, an Owner's Protective Liability Insurance Policy written with APS, its officers, agents and employees as named insured with the following limits.

- \$1,000,000 Bodily Injury and Property Damage per occurrence
- \$1,000,000 Bodily Injury and Property Damage aggregate

General Liability Insurance shall be provided with the following limits.

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:

- \$1,000,000 Bodily Injury and Property Damage combined per occurrence
- \$1,000,000 Bodily Injury and Property Damage combined aggregate.

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury

The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits.

\$1,000,000 combined single limit bodily injury or property damage per occurrence. Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

The contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed:

Successful contractor must furnish proof of coverage to the APS Procurement Officer prior to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

17. **Terms and Conditions:** The submission of a bid will indicate the bidder has read the terms and conditions, understands the requirements and the bidder can supply item(s)/perform work as specified

No contract exists on the part of Albuquerque Schools until a written Price Agreement (PA) is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a PA will be considered sufficient notice of acceptance of contract.

It is mutually understood and agreed the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title or Interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Failure to examine any specification and/or instructions will be at bidder's risk.

18. **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.

Contractor will be reimbursed, at no markup, by APS only upon proper invoicing and submission of the permit clearly indicating charges and site location.

The bidder shall provide documentation that each of the following positions is employed by the bidder. Qualification and resume of each key staff member also shall be included.

1. Summary of at least five years of experience in the management of a backflow prevention assembly testing and maintenance program of at least two similar projects successfully implemented by the bidder.
2. Five years of experience in the custom development of relational databases utilizing FileMaker Pro or similar database, for similar projects.
3. Employ testers with at least three years of experience and presently certified by the City of Albuquerque Cross-Control office. Please provide copies in your bid response.
4. State of New Mexico Construction Industries Division Journeyman Plumbing License. Please include copy in your bid packet.

GENERAL OPERATING CONDITIONS

1. **Contract Time:** The duration of this contract may be for up to a 4 year period after award of the contract. Labor prices shall remain firm for the life of the contract. Material and parts price list(s) will be allowed to change as standard in the trade but the fixed fee will remain firm.
2. **Conflict of Interest and Debarment/Suspension:** Offeror warrants that he/she 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 of bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or breach of this warranty, APS 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. This form (Appendix A) shall be filed the state agency of local public body as part of the competitive sealed proposal.

3. **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.
4. **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.
5. **Pricing Structure:** Bids should be submitted on the form provided on page 14. Submittals as defined on page 14 are required with all bids.

NEW MEXICO PREFERENCE: There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these 2 preferences are not cumulative.

VETERANS PREFERENCE

Policy effective July 1, 2012.

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

1. Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.
2. Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals.
3. Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.

This preference is separate from the current instate preference and is not cumulative with that preference.

However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

All public solicitations must contain the attached "Resident Veterans Preference Certification". Also, please attach vendor preference certificate to your bid response.

RESIDENTIAL PREFERENCE

Policy effective January 1, 2012

GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951.

Please attach resident certificate to bid response.

6. **Weighted Values:** A per item weighted value 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.
7. **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.

The Director of 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 9, item 1.2a, without additional authorization.

8. **Procedures:** When maintenance or repair work is needed, contractor shall issue a report of faults found. No service is to be performed on the Back Flow devices unless specifically requested by APS. If APS elects to have contractor perform the work, APS will issue to the contractor the Construction Report Form (See sample attached to bid) 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 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 Frank Maes, Mechanical Maintenance Manager
2. Fred Montano, Irrigation Manager
3. Johnny Madrid, Plumbing Supervisor
4. John Dufay, Director, Maintenance and Operations

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 9.

8. **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 21. 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.

9. **Interrupting Services:** The contractor shall coordinate the execution of all work within the building in order to minimize interference 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 Director of Maintenance and Operations to minimize system down times. Absolutely no interruption of the existing services will be permitted without the approval of the Director of Maintenance and Operations or designee.
10. **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.
11. **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 in 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 or which has repairs in progress. It is the Contractor's responsibility to post notification that apparatus is unsafe to operate.
12. **Final Acceptance:** The contractor shall notify the APS Director of Maintenance and Operations or designee when each work order/project is complete. The Director 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.
13. **Invoicing and Purchase Order Procedures:** Upon award, APS will issue a price agreement (PA) 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 bid pricing item number, price agreement order, specific type of back flow assembly (irrigation, domestic or boiler) and work order number, shall be submitted in duplicate to APS Maintenance and Operations Manager, Attention: Frank Maes (Domestic or boiler) or Fred Montano (Irrigation), 915 Locust SE, Albuquerque, New Mexico, 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.

Contractor's invoicing must be easily verifiable and traceable to the contract. Product numbers, brands, models etc. must be clearly defined. Contractor must also be prepared to furnish copies of price lists to the users as necessary. Invoices **must** include pricing structure as defined in the contract (fixed fee).

APS will strive to meet or exceed prompt payment terms as may be established by statute, late payment charges may be assessed on any unpaid balance due over 60 days in arrears at the rate of one and one-half percent (1.5%) per month. APS will not automatically include late charges in your payment. Late charges must be properly documented with a separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

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

14. **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.

TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

Project Goal: To meet the requirements of the City of Albuquerque Cross-Connection Control Ordinance 42-1995 through the privatization of the management, testing, and maintenance of backflow prevention assemblies of the Albuquerque Public Schools District.

This project involves the initial, repair, and annual testing of containment backflow prevention assemblies installed at each cross connection within the APS potable water system.

The relevant project information shall be tracked by a custom developed relational database for APS utilizing File Maker version 8 or similar database software.

Scope of Work:

This is an indefinite quantity contract to provide inspection/testing/maintenance/repair and information management service for back flow prevention assemblies for Albuquerque Public Schools.

- a) During the course of the execution of this project, the bidder shall:
Custom develop a database utilizing File Maker Pro 8 or Similar database software. The database shall be relational and divide APS into four quadrants and produce reports by the entire APS district, quadrant, and individual school. The data base shall track all testing and repairs of backflow prevention assemblies installed in containment and isolation applications at APS. The database shall produce individual and summary reports that include relevant information such as quadrant, school, building, assembly, test findings, repairs, replacement, thermal expansion measures, adequacy of freeze protection, test equipment used, and tester identification.
- b) All backflow prevention assembly test reports-pass or fail-shall be entered into the database by bidder. The testing database shall incorporate automated defaults for ensuring proper testing information and data integrity. Test reports shall default to "fail" until proper test findings are entered. The database also shall track annual and past due tests.
- c) A copy of the database shall be installed on a designated APS computer and be synchronized with the bidder's computer. Synchronization software shall be SyncDek 6 or similar data base software. Synchronization and management of data exchange shall be automatic and transparent. This will enable APS to access "real time" data produced by the bidder.
- d) Test new and existing backflow prevention assemblies installed at APS. Bidder will provide APS with a tentative work schedule one week in advance prior to commencement of work. Access to the backflow prevention assembly will be coordinated with a designated facility point-of-contact.
- e) Verify that the backflow prevention assembly is installed in accordance with the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California and/or the Uniform Plumbing Code-whichever is applicable.
- f) Provide notification to affected onsite personnel that the water service will be shut off during backflow prevention assembly testing.
- g) Check that the assembly is the correct size and has the essential components for testing such as resilient seated, full ported shutoff valves and test ports.
- h) Document the assembly manufacturer, model, serial number, size, application, and physical location.
- i) Examine the area for safety hazards, water leaks, or relief valve discharging.
- j) Not test a backflow prevention assembly that is installed in such a manner that the safety and sanitation of the Albuquerque or APS potable water system is compromised.

- k) Inform APS if a backflow prevention assembly is installed in such a manner that the safety and sanitation of the Albuquerque or APS potable water system is compromised.
 - l) Not test a backflow prevention assembly that is not commensurate with the degree of hazard, pressure conditions, or required orientation.
 - m) Inform APS if a backflow prevention assembly is not commensurate with the degree of hazard, pressure conditions, or required orientation.
 - n) Maintain electronic copies of the test report indicating satisfactory operation of the backflow prevention assembly and any repairs.
 - o) Employ backflow prevention technicians certified by the City of Albuquerque Cross-Connection Control office in accordance with the City of Albuquerque Ordinance 42-1995.
 - p) Enter test information on a test report form approved by the City of Albuquerque Cross-Connection Control office.
 - q) Upon the completion of a test, a laminated tag with a point of contact and phone number shall be attached to the assembly. The reverse side of the tag shall indicate relevant testing information and the last annual test.
 - r) Act as a liaison between APS and the City of Albuquerque Cross-Connection Control office.
 - s) Keep separate data base and invoicing for irrigation from domestic and boiler backflow assemblies.
1. **Current Conditions:** APS Backflow 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.
 2. **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.
 - a) **Inspection/Test:** Testing of backflow assemblies shall be in accordance with Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California. Contractor is to provide all labor and equipment needed to perform these services. Prices are to include inspection reports.
 - b) **Repair:** (Items 2a & 2b on pricing quotation page 18) Regular hourly rate and overtime rates are to be quoted for necessary repair of system components.
 - c) **Parts:** (Item 2c on pricing quotation page 18) miscellaneous repair parts will be provided at contractor's cost, plus quoted fixed fee. Parts over \$50.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus fixed fee. Contractor shall also be prepared to substantiate charges of items under \$49.99 should audit require verification.

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). However, for billable supplies and equipment, not provided by APS, required to provide repair and related services for Backflow Prevention Assemblies, *contractor may offer a cost (of invoice) plus a fixed-fee reimbursement amount arrangement.*

For this contract, a spend benchmark range of \$0.01 to \$100.00 has been established for contractor to derive to 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.

The fixed-fee reimbursement amount established 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 (see example on page 14).

The minimum threshold amount set to apply the fixed-fee reimbursement amount is \$50.00. Materials totaling \$49.99 and under will be billed to APS as a “pass-through” charge with no fixed-fee reimbursement amount added. A copy of the original invoice, reflecting all discounts, proof of contractor’s cost, etc. (no MSRPs, TRA-SER, et al – only contractor’s proof of purchase will be accepted for reimbursement) for parts / materials will be required and must be attached to the final contractor’s invoice to APS for compliance and payment. Parts over \$50.00 will require documentation attached to invoices clearly indicating manufacturer’s list price. Contractor shall also be prepared to substantiate charges of items under \$49.99 should audit require verification.

- d) **Replacement:** (Items 3a-3e on pricing quotation page 18) replacement devices, materials and enclosures miscellaneous repair parts will be provided at contractor's cost, plus quoted fixed fee. Parts over \$50.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus fixed fee. Contractor shall also be prepared to substantiate charges of items under \$49.99 should audit require verification.

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). However, for billable supplies and equipment, not provided by APS, required to provide repair and related services for Backflow Prevention Assemblies, *contractor may offer a cost (of invoice) plus a fixed-fee reimbursement amount arrangement.*

For this contract, a spend benchmark range of \$100.00 has been established for contractor to derive to 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.

The fixed-fee reimbursement amount established 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 (see example on page 14).

The minimum threshold amount set to apply the fixed-fee reimbursement amount is \$50.00. Materials totaling \$49.99 and under will be billed to APS as a “pass-through” charge with no fixed-fee reimbursement amount added. A copy of the original invoice, reflecting all discounts, proof of contractor’s cost, etc. (no MSRPs, TRA-SER, et al – only contractor’s proof of purchase will be accepted for reimbursement) for parts / materials will be required and must be attached to the final contractor’s invoice to APS for compliance and payment.

Contractor shall also be prepared to substantiate charges of items under \$50.00 should audit require verification

3. **Prompt Response:** Routine maintenance inspections will be in accordance with established schedule. 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.
4. **Licensing and Workmanship:** Contractor(s) shall be properly licensed or certified by the City of Albuquerque Cross-Connection Control office, IAPMO certified plumbing inspector, must have successfully completed the Program Specialist Training Course presented by the Foundation of Cross-Connection Control and Hydraulic Research at the University of Southern California. New Mexico Construction Industry and all work of this contract shall be performed by workers carrying credentials.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **Estimates:** APS will not pay for installation/repair estimates. Contractor shall include those costs in the price of the contract.
11. **Inspections:** All maintenance inspections and repair work will be inspected by APS designee with or without prior notification to the contractor.
12. **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.

13. **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

1. **Equipment, Materials and Parts**: Contractor shall maintain at all times (or have access to) an ample stock of pipes, fittings, 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 Director of 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 Director of Maintenance & Operations, or his designee.

2. **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.

3. **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.

4. **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.
5. **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 Director of Maintenance & Operations, or designee.

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

EXECUTION

1. **Sites:** All backflow assemblies shall be on the annual 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 annual inspections (Item 1b, 1c or 1d on page 18). Should sites be added/deleted during the life of the contract, APS shall notify the contractor in writing.
2. **Service Requirements:** All work shall comply with the current Cross-Connection Control and Hydraulic Research at the University of Southern California and or the Uniform Plumbing Code – whichever is applicable. Inspection, Testing, and Maintenance Service, 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 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.

NOTE: APS requires names of qualifying employees and a listing of their credentials to be submitted on page 20. 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.

3. **Inspection:** Piping shall be inspected to verify that it is in good condition and free or mechanical damage, leakage, corrosion, and misalignment. Piping shall not be subjected to external loads. Differential Gauges shall be calibrated annually to ensure that they are in good condition and that normal water supply pressure is being maintained. Annual inspection procedures as follows shall then be performed and a comprehensive report generated. Irrigation containment and isolation assembly reports and billings are to be kept separated in their own database systems. (See item 1 of Scope of work).
4. **Maintenance & Repairs:** If maintenance or repairs are needed on backflow assemblies, pricing shall be as quoted for component parts plus quoted hourly rate (Also refer to Items 1.2b and 1.2c, page 9.)
5. **Service Recordings:** Contractor must comply with recording dates, work done, and name of worker on the site apparatus.
6. **Data Base:** Contractor must supply Data Base of all APS backflow assemblies with updated inspection reports as needed. Irrigation containment and isolation assemblies are too be recorded separately on its own database.
7. **Forms:** Use Backflow Prevention Assembly Test Report form from WATER UTILITY DEPARTMENT-WATER SYSTEMS DIVISION CROSS CONNECTION CONTROL OFFICE-PINO YARDS.

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 Water Wells, Pumps and Chlorinators Services on Demand contract, a spend benchmark range of \$0.01 to \$100.00 has been established for contractor to derive to 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 “General Operating Procedures - Invoicing”, section 11, page 10 - 11). *** The minimum threshold amount set to apply the fixed-fee reimbursement amount is \$50.00. Materials totaling \$49.99 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 Reimbursement</i>	\$ 36.00 (1 st \$9.00 for \$0.01 to \$100.00; 2 nd \$9.00 for \$100.01 to \$200.00, 3 rd \$9.00 for \$200.01 to \$300.00, 4 th \$9.00 for \$300.01 to \$400.00)
<u>NMGRT (at 7%)</u>	<u>\$ 27.93</u>
Invoice Total	\$426.88

BACKFLOW PREVENTION ASSEMBLIES

BID NO. 16-039SC-KM

NOTE: Review the pricing guidelines on page 12-13, Section 2. 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. **Reminder:** Per Senate Bill 1, all resident businesses and contractors will have to obtain a new preference number with the NM Department of Taxation & Revenue, to qualify for 5% preference.

Item No.	Description	Weighted Value	x	Price Quote	=	Extended Total
1.	INSPECTION/TESTING					
1a)	Annual Certification Inspection	170	Price per certif./	_____		_____
1b)	Data Base Maintenance	165		_____		_____
2.	REPAIR					
2a)	Regular Hourly Rate	20	Price per hour/	_____		_____
2b)	Overtime Hourly Rate	5	Price per hour/	_____		_____
2c)	Parts/Materials (Cost plus Fixed Fee)		Fixed \$ Fee	_____		_____
3.	REPLACEMENT					
3a)	Regular Hourly Rate	20	Price per hour/	_____		_____
3b)	Overtime Hourly Rate	5	Price per hour/	_____		_____
3c.)	Replacement Devices (Cost plus Fixed Fee)		Fixed \$ Fee	_____		_____
3d.)	Materials (Cost plus Fixed Fee)		Fixed \$ Fee	_____		_____
3e.)	Enclosures (Cost plus Fixed Fee)		Fixed \$ Fee	_____		_____
GRAND TOTAL (ITEMS 1a-3e)						_____

Submittals

- Copy of insurance certificates (on page 4. Section 16)
- Completed Employee Listing (per page 20). Form on page 20.
- Copies of training credentials (on page 16. Section 2). Attach as necessary for employees listed on page 20.
- Copy of your company's inspection checklist (on page 16).
- Pricing sheets.

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, 2, 3 inclusive.

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.

QUALIFIED EMPLOYEE LISTING

Submit this listing and copies of credentials with bid document.

Name(s) of employee(s) qualified to inspect systems:

a) _____

b) _____

c) _____

List Training Credentials (in sequence with above names):

a) _____

b) _____

c) _____

SUBCONTRACTOR LISTING

FOR BACKFLOW PREVENTION ASSEMBLIES AT ALBUQUERQUE PUBLIC SCHOOL SITES

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 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; and
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 bid 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 WORK

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 subcontractor(s), at any tier, to the full extent of the requirements of this contract. **Refer to page 8, section 8 for subcontractor guidelines.**

Resident Veterans Preference Certification

_____ (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 \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. 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 more than \$5M allowing me the 7% preference discount on this proposal. 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.

**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 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: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION**TERMS AND CONDITIONS****Preparation of Bids**

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, APS cannot accept bids which are transmitted using facsimile equipment.

Albuquerque Public Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with same Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

General

Brand Names: It is intended that bid specifications admit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of APS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by APS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

Qualifications of Bidders: APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

Award

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95.

TERMS AND CONDITIONS CONTINUED

This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the New Mexico Department of Labor in the appropriate space. Provision of the number will be the responsibility of the contractor. Copy must be included in bid submittal.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

Packing, Shipping and Invoicing

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. "destination".

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

Patent Indemnity

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleges infringement.

Warranties

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

TERMS AND CONDITIONS CONTINUED**Inspection**

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

Assignment

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

Non-discrimination

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

Changes

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

Kickback Statement

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

Termination

APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, at anytime, if Seller refuses or fails to comply, with the provisions of this order, 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 service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

TERMS AND CONDITIONS CONTINUED

If after notice of termination for default, APS determines that the Seller 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 Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS 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. 'Seller' is defined as the Seller and his subsuppliers at any tier.

Contingency

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order 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 Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Other Applicable Laws

Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Non-Collusion

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 No: (If Applicable)

Type or print name

Resident/Veterans Certification #(If Applicable)

Name of firm

Address

Email: _____

Area Code & Telephone No.

Area Code & Fax #

Federal ID No.
