



ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

BID # 23-054 KLL

BID TITLE: FIRE SPRINKLER SYSTEMS

NIGP Commodity Code: 93633

BID SCHEDULE

Action	Date & Time
Bid Issued	2/27/2023
Non Mandatory Pre-Bid Meeting	N/A
Non-Mandatory Pre-Bid Meeting Location	N/A
Deadline for Questions	3/07/2023 @5:00 PM (local)
Bid Due Date & Time	03/14/2023 @3:00 PM (local)
<i>Bids must be received by the due date and time. No late Bids will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry).</i>	

BUYER CONTACT INFORMATION

Name	Kelly Lee
Phone Number	505-878-6124
E-Mail	lee_k@aps.edu
Any inquiries or requests regarding clarification of Bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

BID SUBMITTAL

Bids must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on BID document. https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration Bidders understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. <u>Bidders are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.</u>

BID TERM

APS reserves to right to enter into, not to exceed four (4) years, indefinite quantity contract with the awarded Bidder(s).

SUBMISSION COVER SHEET (**REQUIRED: Submit with your bid.**)

BIDDER ACKNOWLEDGEMENT: By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) 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; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed at the price indicated.

Signature of Authorized
Representative: _____

Type or print
Name of above: _____

Address 1: _____

Name of Firm: _____ Address 2: _____

Telephone No.: _____ E-Mail: _____

Resident/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. *****

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed bid, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.** Submittals must be in the following order and all items must be included in your response to this bid.

SUBMITTALS:

- Submission Cover Sheet, **Completed and SIGNED ***REQUIRED*****
- BID PRICE FORM *****REQUIRED*****
- Current copy of MS #12 license *****REQUIRED*****
- Specification Exception Form, **Completed ***REQUIRED*****
- Conflict of Interest and Debarment/Suspension Form, **Completed and SIGNED ***REQUIRED*****
- Byrd Anti Lobbying Certification **Signed for Federal Purchases****
- Campaign Contributions Disclosure Form (see Compliance section) **Completed and SIGNED ***REQUIRED*****
- Resident Contractor or Veteran Resident Contractor or Native American Resident Contractor or Native American Veteran Resident Contractor Preference Certificate (if applicable)
Obtain more information:
<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>
- Addendums (if applicable) – **BEFORE** submitting your bid, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>
- Submit Bid on Vendor Registry

<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

SUBMITTAL REQUIREMENTS

ATTENTION:

Bids must be submitted electronically via Vendor Registry by required date and time as noted on Bid document.



<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

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

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time. Please Note: There is no fee to submit a bid/RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

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INSTRUCTIONS FOR ALL BIDDERS

1. **READ ALL DOCUMENTS:** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.
2. **CONE OF SILENCE:** APS has adopted a “Cone of Silence” to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor’s representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.
3. **OFFICIAL CONTACT:** 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 APS. Bidders **MAY NOT** contact other District departments or employees. Any contact with a district department or employee may result in rejection of any bid.

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

4. **WRITTEN QUESTIONS:** Potential Bidders may submit written questions to the Buyer as to the intent or clarity of this BID. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this BID.
5. **TIMELY SUBMISSION:** Bids must be submitted by the due date and time on Vendor Registry as stated on cover page. Any and all Bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances. It is recommended to submit the bid in early to avoid being late.

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

Bidders understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Bidders also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Bidders are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.** If you have any questions contact the Buyer listed on the Bid/RFP documents for assistance.

6. **BIDDER ACKNOWLEDGMENT:** By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set form in bid. The 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.
7. **INCURRING COSTS:** Any cost incurred by the potential Bidder in preparation, transmittal, and/or presentation of any bid or material submitted in response to this Bid shall be borne solely by the Bidder. If applicable, any cost incurred by the Bidder for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Bidder.

8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages “confidential” for consideration to exemption. APS reserves the sole right to determine exemptions.
9. **ELECTRONIC BID DOCUMENTS:** This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder’s possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS on the APS Procurement website shall govern.
10. **FORMS AND ATTACHMENTS:** 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.
11. **ADDENDUM(S):** No Addendum will be issued later than FIVE (5) 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.
12. **CORRECTION OR WITHDRAWAL OF BIDS:** Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes his bid nonresponsive may be permitted to withdraw its bid. Any decision by Buyer to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.
13. **IRREGULARITIES IN BIDS:** Pursuant to NMSA 13-1-132, APS may waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, or quantity.
14. **BIDDERS EXCEPTIONS:** 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. 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.
15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, 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.
16. **BIDDER SUBMITS MULTIPLE BRAND OR PRICE:** If Bidder offers more than one brand or price per item, APS shall evaluate bids and award the goods that are in APS’s best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.
17. **BID PRICING:** Responses, including bid prices, will be considered firm.
18. **PRICING ESCALATION:** Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
19. **BID OPENING:** Pursuant to NMSA 13-1-107, the contents of the bid will be available to the public at bid opening.

20. **BID CANCELLATION OR REJECTION:** This bid may be canceled or may be rejected in whole or in part when it is in the best interest of APS. Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS.
21. **NON RESPONSIVE:** APS reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Invitation to Bid.
22. **AWARD:** In accordance with NMSA 1978, §13-1-108, 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. APS reserves the right to the sole judge to determine “meets or exceeds”.

NEW MEXICO PREFERENCES: RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

PLEASE NOTE: An Offeror cannot be awarded multiple preferences such as resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

23. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. APS reserves the right to award by item, group of items, or total bids.
24. **AFTER AWARD:** APS reserves the right to increase or decrease the quantity of any item called for, add additional related items as APS deems necessary, or to eliminate any item entirely.
25. **PURCHASE AFTER AWARD:** Any resulting purchases under the bid will be made by APS purchase order or procurement card. Quotes provided to APS personnel will be quoted per the awarded APS Price Agreement and will reference the APS Price Agreement number so verification of pricing can be made.
26. **CONFIDENTIAL INFORMATION:** 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. 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, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
27. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

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

“**Contractor**” shall mean the successful bidder

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision

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

“**Invitation to Bid**” or “**Bid**” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

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

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

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

“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 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.

TERMS & CONDITIONS

1. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **TERM:** APS reserves the right to procure the services/goods as described in this Bid and enter into a contract as described on Bid front cover.
3. **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.
4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
5. **NO MINIMUM GUARANTEE:** APS does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.
7. **PRICING ESCALATION (if applicable):** Price escalation will be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
8. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
11. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directive, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by APS.
12. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 - i. The Contractor may terminate this contract only if APS fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
 - ii. By written mutual agreement between the Contractor and APS.
 - B. Termination by APS

i. For Cause

1. The occurrence of either one of the following events will justify termination for cause:
 1. 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).
 2. Contractor’s violation(s) in any substantial way of any provisions of this contract.
2. If either one of the events identified above occur, the APS 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.
3. Where Contractor’s services have been so terminated by APS, 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 APS will not release the Contractor from liability.

ii. 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):
 1. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 2. 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.

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

14. 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. APS shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000

Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

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

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

15. **AUDIT:** APS reserves the right to audit the Contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS’ access to books and records of such party.
16. **GOVERNING LAW:** This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.
17. **INDEPENDENT CONTRACTOR:** The Contractor is an Independent Contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1- 180, and §13-4-11 through §13-4-17, as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
19. **CONFLICT OF INTEREST:** By submitting a bid, the Bidder certifies that no relationship exists between the Bidder and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
20. **NON-DISCLOSURE:** The Bidder 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 and costs in the event any unauthorized release of such information occurs.
21. **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).
22. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District’s designated address).
23. **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.
24. **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.
25. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the

goods/services furnished. Acceptance occurs when the APS 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.

26. **BUYERS REVOCATION OF ACCEPTANCE:** The APS Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
28. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of APS.
29. **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.
30. **PAYMENT:** Any invoice receive and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
31. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA §44-7A-1, et seq. as amended.

ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. TERMINATION FOR CAUSE AND CONVENIENCE

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c) Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any

such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding/or unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a) Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b) Federal Water Pollution Control Act

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal

Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a) The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- d) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor
- e) Acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the

non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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 (NMSA 1978, §13-1-172). 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 (NMSA 1978, §13-1-173).

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 (NMSA 1978, §13-1-174).

The Purchasing Agent or his/her 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 NMSA 1978, §13-1-183.

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

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. **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

Scheduled Service and Repair

Emergency Service and Repair

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 32) 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. An electronic copy must also be submitted to the Authority Having Jurisdictions RYCER compliance engine online. An additional Hard copy MUST accompany all Invoices submitted to APS.

Repair: (Items 2a & 2b on pricing quotation page 32) Regular hourly rate and overtime rates are to be quoted for necessary repair of system components.

Parts: (Item 2c on pricing quotation page 32) 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: The State of New Mexico Regulation and Licensing Department, Construction Industries Division, requires contractors to hold an MS #12 license to perform this work. A copy of your current license is required to be submitted with the bid. 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 and inspection Reporting fees 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
 - 7.
 - 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 (1⁰/0 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.

- F. 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.

- G. 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 that 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. Gary Starr, 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.

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.

2. **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 report, 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.

4. **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.

5. **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.

BID PRICE FORM

Item #	DESCRIPTION
1a	Annual Walk-thru Inspection
1b	Quarterly Inspection Single Riser
1c	Quarterly Inspection Split Riser
1d	Quarterly Inspection Dry Pipe System
1e	Annual Inspection/Flow Test of Fire Pumps
1f	Annual Trip Test of Dry Pipe Systems
	REPAIR
	Regular Hourly Rate
	Overtime Hourly Rate
	Repair Parts Percentage discount from list

Pricing
Price per hour \$
Price per inspection \$
Price per inspection \$
Price per inspection \$
Price per hour \$
Price per hour \$
Price per hour \$
Price per hour \$
%

Submittals: See bid Submittal Requirements and Check List – page 2

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

Award will be made to overall low bidder(s) for items 1 and 2 inclusive

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the **use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.**

The values in the table shall be used to reimburse Contractors for administration fees of obtaining parts and materials that are not obtained from APS Warehouse or APS approved vendors on contract. The parts and materials obtained from APS Warehouse or APS approved vendors on contract are not eligible for the fixed fee. Contractor shall provide one invoice per completion of work order to calculate fixed fee.

Dollar Amount Estimated Materials and Parts Costs			Fixed Fee (Expressed in Dollar Amount)
11	\$1.00 - \$100.00		No markup will be allowed
12	\$101.00 - \$200.00		\$20.00
13	\$201.00 - \$300.00		\$30.00
14	\$301.00 - \$400.00		\$40.00
15	\$401.00 - \$500.00		\$50.00
16	\$501.00 - \$600.00		\$60.00
17	\$601.00 - \$700.00		\$70.00
18	\$701.00 - \$800.00		\$80.00
19	\$801.00 - \$900.00		\$90.00
20	\$901.00 and over		\$100.00 maximum

PLEASE NOTE THE DISTRICT RESERVES THE RIGHT TO NEGOTIATE ACTUAL FIXED FEE AMOUNTS ON A PROJECT PER PROJECT BASIS AS IT DEEMS NECESSARY.

SPECIFICATIONS EXCEPTION FORM

NOTE: YOUR BID MAY BE REJECTED IF YOU DO NOT SIGN AND SUBMIT THIS PAGE

Bid on materials, supplies, or equipment, specialized services, etc., with varying specifications may be considered by Albuquerque Public Schools. If your bid differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following.

I do meet specifications: _____

Signature

Exceptions are as stated: _____

Signature



COMPLIANCE

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your bid or your bid may be rejected.

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

CONFLICT OF INTEREST

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

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

_____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? **YES Initials of Authorized Representative of vendor** _____

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____ **Date** _____

Name of Person Signing (typed or printed) _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/State: _____



BYRD ANTI-LOBBYING AMENDMENT

Contractor must sign and submit to the Owner the following certification:

APPENDIX A, 44C.F.R. PART 1 H CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements: The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

Employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. ·

The Contractor, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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 INVITATION TO BIDS 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)

