



# **ALBUQUERQUE PUBLIC SCHOOLS**

## **Invitation to Bid: 17-085SC-DW PAINTING SERVICES ON DEMAND**

**BID DUE TIME AND DATE:** JUNE 28, 2017 @ 11:00 a.m.  
**PURCHASING CONTACT:** Steven Carpenter at 505-878-6121  
**E-MAIL:** Carpenter\_st@aps.edu

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

### **OFFICIAL CONTACTS ONLY**

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

# Table of Contents

GENERAL INSTRUCTIONS.....	6
TERMS AND CONDITIONS.....	13
TECHNICAL SPECIFICATIONS.....	22
PRICING LIST .....	3322
QUESTIONNAIRE.....	28
SUBCONTRACTOR LISTING.....	33
SPECIFICATIONS EXCEPTION FORM.....	34
CONFLICT OF INTEREST .....	37
DEBARMENT/SUSPENSION STATUS .....	37
CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....	38
RESIDENT VETERANS PREFERENCE CERTIFICATION .....	40
BID SUBMITTAL REQUIREMENTS AND CHECKLIST .....	41
TERMS & CONDITIONS.....	40

## GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than June 28, 2017 at 11:00 am (local time).
2. To ensure proper identification and handling, clearly indicate the BID number, Bid title, opening date, opening time on the outside of the sealed response envelope:

### PHYSICAL ADDRESS:

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

### MAIL TO:

(Allow minimum 5 days for US Mail)

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

3. It is the bidder's responsibility to ensure the bid arrives before the due date and time. Bidders are cautioned that "late is late". It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc.
4. Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept bids electronically, by fax, or email, as a hardcopy with original signature must be submitted. Any and all Bids not received by the submission date and time shall be rejected.
5. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	6/8/2017
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	6/15/17 @ 5:00pm (local time)
Submission of Bid	Bidder	6/28/17 @ 11:00am (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

6. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.

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

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

Clarification of procedures for this contract may be made by contacting the APS District Buyer, Steven Carpenter, telephone (505) 878-6121, clarification of the technical aspects of this contract may be made by contacting Robert Chavez, APS Paint Shop Supervisor, or Daila Sells Paint Shop Assistant Supervisor at telephone (505) 765-5950, ext. 67518. Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. **An authorized representative of the company must sign the bid. Bids not signed will be considered as non-responsive and rejected.**

11. No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.
12. APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

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

“APS” shall mean Albuquerque Public Schools.

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

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

“Contractor” shall mean successful supplier.

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

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

“District” shall mean Albuquerque Public Schools.

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

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

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

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

14. 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.

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

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

17. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidder submitting responsive bid with resulting agreements most advantageous and in the best interest of the District.
18. All costs incurred by a Bidder in connection with responding to this Bid, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.
19. This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.
20. The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. Albuquerque Public Schools reserves the right to the sole judge to determine “meets or exceeds”.
21. The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.
22. 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.
23. The contents of the bid will be available to the public at bid opening. The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
24. Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary of confidential information.
25. 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.
26. APS will not select from multiple offers on a single document. If bidder offers more than one brand/price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is a low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as “Bid #2”. Each bid must stand alone and comply with the terms and conditions of the contract. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.

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

**THE FOLLOWING INFORMATION PERTAINS TO BID SECURITY, BONDING, WAGE RATES, INSURANCE REQUIREMENTS, SUBCONTRACTING AND TAXATION. PLEASE READ CAREFULLY.**

**Bid Security:** Bidder shall provide, with the bid, bid security in the amount of 5% of \$50,000 (\$2,500). Bid Security shall be payable by a certified check, cashier's check, cash, money order or bidder's bond payable without condition to Albuquerque Public Schools, Board of Education, Albuquerque, New Mexico. Cash security will be returned as soon as practical after the opening of bid and the successful bidder has furnished the performance and payment bonds, or if no award has been made within 30 days after the opening of the bid, upon demand of the bidder at anytime thereafter, so long as he has not been notified of the acceptance of his bid.

The bid security shall be given as a guarantee that the bidder will enter into an agreement with the owner as provided within these documents and furnish the required payment/performance bonds, insurance certificates and applicable endorsements if awarded this contract. If the bidder should fail to execute and deliver to APS the required bonds, insurance and/or other required documents within 10 days (or satisfactory evidence that said documents will be furnished) after notice of award, then APS may collect on the bid security, recover appropriate damages and terminate any and all rights or interest of the responder with respect to this contract.

**Bonding Requirements:** The successful bidder, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% of the contract price (or satisfactory evidence that such bonds will be furnished) within ten days. \$50,000 is an arbitrary figure assumed to cover actual work in progress at any given time. Historical usage indicates that several times this amount may actually be expended. If payments against the contract exceed \$50,000, your surety must bond all additional work. APS does not pay for bonding; please allow for this expense in your overhead. Bond must be satisfactory to APS, executed by a surety company authorized to do business in this state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

The bond shall stay in full force and effect until final acceptance of all projects initiated under the agreement. Should any surety become insolvent or cease to do business in New Mexico, notice will be given the contractor to that effect and the contractor shall immediately provide a new surety satisfactory to APS. No payment will be made under the contract until the new surety is qualified and bond accepted by APS.

**The cost of all bonding will be paid by the contractor and will not be paid by APS**

**State Wage Rates:** Wages to be paid as a result of a contract awarded will be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold (SEE NOTE BELOW). It is the Painting Services Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the Painting Services Contractor will not relieve the Painting Services Contractor from becoming aware of or complying with such determinations. It is the contractor's responsibility to acquaint themselves with and comply with State Regulations regarding payment of wages on public projects. Compliance is a part of this bid.



**NOTE:** Every project in excess of sixty thousand dollars (\$60,000) that the state or any political subdivision thereof is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads of the state that requires the employment of mechanics, laborers or both, a Wage Rate Decision number will be required and should be incorporated in the offeror's quote for painting for that particular project. An allowance to increase labor rates from the amount provided in the pricing section of this solicitation by the percentage increase referenced on any age rate decision issued will be allowed.

The Wage Rate Decision number can be obtained by contacting Work Force solutions at [www.dws.state.nm.us/new/Labor\\_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html). Wage Rate Decisions must be attached to each contract order issued. Project quotes must be made using the wage rate decision for all labor classifications.

The General Contractor must post the complete wage rate decision at the job site in an easily accessible place. Failure to post the wage rate decision can result in fines to the General Contractor.

**Contractor Registration:** Pursuant to NMSA 1978 13-1-105, any contractor, prime contractor or all tiers of subcontractor wishing to be considered for award of any portion of a public works project greater than \$60,000 must be registered with the Labor and Industrial Division of the New Mexico Labor Department (NM Department of Workforce Solutions), as required by Section 13-4-13.1 NMSA 1978, as of the date the Offer is submitted, or the offer shall not be considered for award of the Contract.

Since this is an On Demand type ordering agreement, the Contractor and his listed subcontractors shall maintain their registration with the NM Department of Workforce Solutions during the entire life of the agreement.

The registration fee is \$200 and must be paid to the Labor and Industrial Division on an annual basis. A certificate of registration will be issued to the applicant by the Labor Department. A copy of the Labor Enforcement Fund "*Application for Public Works Contractor Registration*" is available on the website. Registered contractors are posted on the same website. See [www.dws.state.nm.us](http://www.dws.state.nm.us). Click on Public Works link.

Albuquerque Public Schools (APS) is prohibited from accepting a bid from any contractor that does not provide proof of the required registration both for itself or its subcontractors. Please provide information in the following space to provide your registration number. Please provide a copy of your registration with your bid packet.

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## TERMS AND CONDITIONS

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

shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS elect to terminate the contract.

- b. In such case, Contractor shall be paid (without duplication of any items):

- i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
- ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

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

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

- d. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

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

NOTE: Certificate holder shall be: Albuquerque Public Schools.

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

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

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

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

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

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

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

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

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

## **TECHNICAL SPECIFICATIONS**

1. **Intent:** To establish pricing for performance of PAINTING SERVICES ON DEMAND at Albuquerque Public School sites. See Scope of Work below.

Although this contract is being bid on behalf of APS, vendor agrees to extend pricing to all New Mexico Publicly funded entities in the event of requirements that can be adapted to the specified items awarded.

2. **Scope of Work:** This is an indefinite quantity unit price contract for Painting Services on Demand for Various Albuquerque Public Schools Sites. All work will be supplemental to work done by APS painting crews. APS also reserves the right to bid any particular job separately.

### **GENERAL REQUIREMENTS**

**Licensing and Personnel Qualifications:** Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. Please submit copies of licenses with bid response.

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

**Codes and Permits:** All work shall be executed in accordance with local, federal, and state ordinances, and regulations governing the particular class of work involved. This contractor shall be responsible for the final execution of the work under this heading to suit these requirements. In the event of a conflict between the various codes and standards, the more stringent shall govern. The

contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from his failure to comply with codes and ordinances. The contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by APS for these permit fees only. No mark up will be allowed. Actual copies of permit charges must be submitted with invoices.

**Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, and County Codes and Ordinances.

**Subcontractors:** The contractor may subcontract portions of the work to qualified and licensed subcontractors. The contractor shall be fully responsible for the work of the subcontractors, at any tier, to the full extent of the requirements of the contract. **No markup will be allowed for subcontracted work. Prices for all work shall be priced according to 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. Also, all subcontractors must be registered with the Department of Workforce Solutions. Please provide their number with your subcontractors list.

Provide the name and location of place of business of each subcontractor who will perform work or labor or render service to the contractor of this public works project.. State also the nature of the work to be done by each subcontractor. Also, please list the subcontractors contractor registration number on your listing.

**Inspections:** The appropriately authorized APS personnel shall inspect projects at any time with or without prior notification to the contractor. APS designee will inspect work performed and materials used under this contract. All painted surfaces will be subject to testing for proper mil-gauge thickness. The contractor shall spot in where mil-gauge is used. APS shall have the right to interrupt work between washing and/or coat applications for spot checks or inspection purposes. Should any work be contrary to request or to any requirement of the contract documents, the APS designee may order it corrected. The contractor shall correct all such work at his own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by APS shall promptly be removed, replaced or corrected as may be applicable. The cost of this work shall be borne by the contractor.

**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, furnishings, 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.

**Specifications Deviation:** General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications shall rule. On any job where there is doubt as to the process of application to be used, the final decision will be made by the appropriate APS Manager, or his designee.

**Materials** – Contractors will use the paint supplies contract that APS has with Dunn Edwards, Sherwin Williams, PPG Industries to purchase all paint and supplies that are necessary to complete the projects that are related to this bid. (Previously, APS supplied all paint and materials to contractors.) Awarded contractor is to work with the these companies representatives to set up an account using the terms and conditions and pricing that APS has awarded to these contractors. These costs will be included in your job estimates. The Dunn Edward’s, Sherwin Williams and PPG Industries invoices must be included with the contractor’s invoices for compliance purposes. There is no mark up allowed for the materials/supplies purchased under this contract.

**Storage and Handling:** When stored on APS property, all Paint shall be in sealed containers that legibly show the designated name, color, quantity, date of manufacture, manufacturer's directions (to include warnings), and name of manufacturer. Pigment paints shall be furnished in containers not larger than 5 gallons. Emulsion paints shall be stored to prevent freezing. All thinners and cleaners, paint and surfacing materials will be stored in accordance with all local and national codes and requirements e.g., NFAA, NFC. MSD Sheets will be provided as required.

**Mixing and Thinning:** Packaged paint may be thinned immediately prior to application where necessary to suit condition of surface, temperature, weather, and method of application with not more than one pint of suitable thinner per gallon. The use of thinner shall not relieve the contractor from obtaining complete hiding. Paints from different manufacturers shall not be mixed.

**Acceptable Products:** All materials used must be lead and asbestos free in compliance with AHERA Regulations. However, should the contractor be called upon to furnish materials, anything used at any job site must meet APS green specifications. Generally pre-approved paint material will be supplied by an APS approved vendor that will meet the specifications of this contract. Prior approval must be obtained from the APS designee before any application.

**Paint Equipment:** The selected contractor(s) will provide all paint equipment, to include brushes, rollers, mixing cans, drop cloths and tarps, ladders, scaffolds, scissor lifts, power washers, sprayers, exterior lifts for high areas, sand blaster, etc.

**Work Orders:** Work performed under this contract is subject to strict APS internal controls. Execution of any project within the scope of this contract shall be initiated by the in-house submission of a work order to the attention of appropriate authorized APS contact. A decision will then be made to do the work with APS crews or to utilize this contract for all or any portion of the work. Contractor shall have no access to work orders and shall not enter into APS administrative decisions.

If APS shall elect to use this contract, designee will notify the contractor of work to be done and make arrangements to meet the contractor at the site and verbally explain what needs to be done. APS will then issue, to the contractor, the Construction Report Form (See Sample pg. 32) with plans and/or a description of the work to be performed. The schedule of values section shall then be completed by the contractor, listing a description of each item of work to be completed, the item number, unit price, estimated quantity, estimated hours per man hour classification and total estimated cost.



Contractor shall submit the estimate to appropriate authorized APS contact for review. Based upon APS' calculations, engineer's estimates etc. of the work to be done, estimate will be approved or

Contractor shall submit the estimate to appropriate authorized APS contact for review. Based upon APS' calculations, engineer's 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. Change orders will follow the same guidelines.

Contractor will be expected to respond to the approved work order within 3 days for routine requests and within 12 hours for emergency requests.

In the event that the contractor may receive requests from any other department or site location, those requests shall be referred to appropriate authorized APS contact. Contractor shall proceed with work only after receiving proper authorization.

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

1. Robert Chavez, Maintenance & Operations Paint Shop Supervisor
2. Benny Garcia, Structural Manager
3. Daila Crow, Assistant Supervisor
4. John Dufay, Director, Maintenance & Operations

This list may be revised at any time. Revisions will be in writing.

**Work Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** perform work requests which are clearly beyond the defined scope of work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations, including proceeding without the prior approval of APS' authorized contact for any project, may become the personal liability of the individual(s) involved.

**Work Scheduling:** All work shall be, insofar as possible, performed during normal working hours (7:00 A.M. to 5:00 P.M.), Monday through Friday. However, it has also proven advantageous to schedule work on weekends or evenings in order to avoid interfering with staff and/or student traffic. This is coordinated on a case by case basis as mutually agreeable. However, all work shall be coordinated with both Maintenance and Operations and the Site Administrator to avoid interference with any facility schedule.

When work is approved and schedule has been set on a daily basis all workmen must sign in and out through the administrative office when arriving at the site, and again when leaving. The site administrator/designee will sign appropriate form verifying that workmen have been on site and when the work has been completed. A list of worker's name(s) and job classifications(s) shall be included on the form. Site workers must wear distinctive clothing identifying the company e.g., shirt with company logo or similar and/or a company badge. Once begun, work shall continue without interruption and total job shall be completed within the number of days specified on the Construction Report Form.

**Interrupting Services:** The contractor shall coordinate the execution of all work within the building in order to minimize interference with the operation of existing mechanical, electrical, plumbing, and utility systems during construction or repair work. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with Maintenance and Operations to minimize system down times. Absolutely no interruption of the

existing services will be permitted without the approval of the Director of Maintenance and Operations or designee.

**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 Improvements 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 damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors, in connection with this contract.

**Final Acceptance:** The contractor shall notify APS designated contact when each work order/project is complete. APS shall arrange for a prompt inspection and will either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.

**Releases of Lien:** If applicable, the contractor shall provide unconditional releases of lien from all subcontractors and major material suppliers when submitting his final invoice at the end of each project.

## **EXECUTION:**

### **Preparatory Work:**

**NOTE:** At any stage of the work, should the contractor suspect or detect asbestos-containing materials, contractor is not to disturb or remove them. Work must stop and the contractor will immediately contact the APS Primary Contact. Contractor will be instructed as to when to proceed after appropriate action has been taken by APS.

All movable furniture and equipment, except draperies and venetian blinds, will be removed by the successful contractor from the area to be painted. **Note:** Closets and classroom shelves that have not been emptied by APS personnel shall not be painted. No paint shall be applied to fixed equipment or library shelves. It shall be the responsibility of the contractor to provide adequate protection and covering devices for floor and other surfaces not to receive paint. Any damaged equipment, draperies, venetian blinds, etc., noted by the contractor must be reported to APS' designee, before proceeding with any paint operation. Care must be taken in the use of scaffolds, ladders, and other equipment to avoid damage to fixed equipment. If the contractor removes any equipment, draperies, venetian blinds, etc., for easier access to a painted surface, the contractor shall properly replace the items removed.

The contractor shall remove dirt, loose paint, and loose putty from all window surfaces to be painted and shall reputty as required. If in the course of this work the contractor discovers a need for glass replacement, contractor shall notify APS' designee, who will arrange for the glass installation by APS crews prior to painting.

Once the contractor has begun work in any given area, contractor must complete the work before proceeding to another area. All painted trim surfaces, including doors, shall be properly cleaned, sanded, and prepared by the contractor prior to painting. All surfaces to be varnished must be properly cleaned and sanded by the contractor to remove dirt and scuff marks prior to varnishing. Customary plaster and trim repair shall be made by the contractor prior to painting of any nature. These "customary" repairs shall be interpreted to include minor cracks, holes, peeling, and/or

chipping of wall surfaces. The contractor shall report any unsound surface or major problems to the APS designee, who will bear the cost and responsibility of repairing same. Patching and caulking shall be done as needed to insure a moisture-tight paintable surface. This shall include window, doors, fascia, etc. APS' designee, shall be notified of any serious moisture problems. Before patching any exterior surfaces, samples of patching material to be used shall be submitted to the APS designee, for approval prior to application. Stripping or removal of paint shall be a separate operation. No paint shall be applied to such areas until the removal operation is inspected and approved by APS' designee. Where sill repair or filling is done, no paint shall be applied until the repair operation is inspected and approved by APS' designee.

### **Special Preparatory Work in Cafeteria Kitchens:**

The contractor shall sweep and dust all areas and blow out all sills. Walls and ceilings shall be washed with a neutral detergent cleaning solution and then rinsed with clean water and a sponge. Cleaning of the kitchens shall be complete throughout, with the exception of the floor. Walls and ceilings shall be evenly washed and rinsed, free from streaks and spattering.

**Application:** All painting requests shall be one coat application, unless otherwise specified. Quotations are for one coat.

**Color change can only be approved by APS Paint Shop Supervisor-Robert Chavez or Daila Sells at 505-765-5950, ext 67518.**

Paint may be applied by brush, roller, or spray except as hereinafter specified. At time of application, paint shall show no signs of deterioration. Uniform suspension of pigments shall be maintained during application. Paint shall be applied to finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. Hiding shall be complete. Each coat shall be applied as a film of uniform thickness (1 1/2-2 mils dry). Special attention shall be given to ensure that all surfaces including edges, corners, crevices, welds, and rivets receive a film thickness equivalent to that of adjacent painted surfaces.

Walls and ceilings having a dull finish shall receive one coat (unless otherwise specified) of semi-gloss latex enamel, fire rated. Kitchen walls and ceilings having a gloss finish shall receive one coat (unless otherwise specified) of gloss enamel, fire rated. On exterior trim, a varnish or enamel shall be used similar to existing finish.

On surfaces that have been acoustically treated by the spray method, a single coat of casein type paint shall be applied by the spray method. On acoustically treated surfaces other than the spray applied material, latex wall paint shall be used. Care shall be taken in the application process not to diminish the acoustical characteristics of the existing surface.

On exterior metal and wood trim, one coat (unless 2 coats are specified) of oil base enamel shall be used.

On metal surfaces requiring priming, a primer must be used that is approved by the manufacturer of the finishing product.

Color selections for areas such as administration, classrooms, halls, teachers' lounges, media centers, libraries, and cafeterias shall be made by the APS designee, and are typically in off-white or pastel colors only.

A job consists of all previously painted surfaces inside the room, with the GENERAL EXCEPTION of factory applied, painted equipment, fixed equipment, or library shelves.

**NOTE:** Restroom partitions, roof vents, and other roof units that require a paint job shall be properly primed and painted as described herein, even though they may be factory painted. No natural finished wood or acoustical ceilings are to be painted unless specified at a particular school. Where ceilings have been specified to receive paint, the contractor shall include anything overhead that is normally painted. Panel wall construction under windows shall be painted as if they were the same construction as the wall itself.

A classroom is to include the adjoining coatroom, whether it is separated from the classroom with doors or with a partial partition. Built-in storage closets, cabinets and open shelving that have been previously painted or varnished are to be finished. Heating and air conditioning units in baseboards or walls, grills, registers, radiators, and exposed ductwork are all included in the contract. Wall areas shall include anything normally painted or varnished from the intersection of the wall with the floor to the intersection of the ceilings, with the exception of the painted chalkboards. In any area specified to receive paint, all windows shall be included unless otherwise specified by APS. Painted or varnished wood windows and painted steel windows shall receive the same type of finish as presently existing thereon.

Throughout the school district are painted metal doors, natural finished or stained and varnished wood doors, and painted wood doors, some with a different finish on either side. The contractor shall apply the type of finish that is presently on the door, unless directed to do otherwise by the APS designee. Painting of any door or window shall mean the inclusion of all frames and trims unless otherwise specified by APS. If paint is specified on the classroom side of interior or exterior doors, this shall include the portion of the door, trim, and transom (if there is one) that is visible when standing in the room with all doors closed. Unless otherwise specified, previously painted interior doors shall be painted on both sides.

No exterior work shall proceed in inclement weather. "Exterior trim" shall be interpreted to mean all previously painted surfaces whether structural or not, and to include painted cornices, doors, screens, windows, downspouts, support columns, pipe rails, door trim and door units where doors have glass units above or beside them, rail guards around basement doors and area ways, gutters, gravel stops, flashings, and all miscellaneous metal. No stucco or natural finished wood is to be painted unless specified at a particular location.

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

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

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

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.

**Pricing:** Contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated below throughout the time period of this contract.

**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.

Pricing will be scored by the following criteria:

**Lowest Bid Cost** X 100 = awarded points  
**Offeror Bid Cost**

Final score will then be calculated for each vendor, highest possible score is 100 points. Bids will then be ranked by this score.

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.

## **CONTRACTOR LABOR ONLY**

As mentioned in section 2 on page 13 contractor will use the APS contract pricing with Dunn Edwards, Sherwin Williams and PPG Industries to purchase and provide all paint, varnish, drywall tape, thinner, primer, patching compound and similar. These contract costs are to be detailed in your job estimates and actual invoices attached to invoices. Contractor will provide brushes, rollers, tools, drop cloths, scaffolding, and all other equipment. These costs are to be included in pricing structure. Pricing as follows is understood to be for one application. Work requiring more than one coat will be priced at the quoted amount multiplied by the number of coats.

1. Interior plaster, drywall, wood or plywood walls; hand work (roller or brush) or spray where possible  
sq. ft. \_\_\_\_\_
2. Plaster, drywall, or wood ceilings; handwork (roller or brush) or spray where possible  
sq. ft. \_\_\_\_\_
3. Window sash and trim; 1"-2" wide; paint, stain, shellac or varnish each side. Brush application  
ln. ft. \_\_\_\_\_
4. Metal Commercial Window Frames sash and trim; 1"-2" wide; paint, stain, shellac or varnish each side. Brush application  
ln. ft. \_\_\_\_\_
5. Surface preparation of above items (3 & 4); hand work; Light cleaning to remove surface dust & stains.
  - a. Interior walls and ceilings  
sq. ft. \_\_\_\_\_

- b. Window sash and trim-under 2" In. ft. \_\_\_\_\_
- c. Metal Commercial Window Frame-under 2" In. ft. \_\_\_\_\_
- d. Glazing In. ft. \_\_\_\_\_
- 6. Glazing In. ft. \_\_\_\_\_
- 7. Window sash and trim; over 2" wide; paint, stain, shellac or varnish each side. Brush application  
In. ft. \_\_\_\_\_
- 8. Metal Commercial Window Frames sash and trim; over 2" wide; paint, stain, shellac or varnish  
each side. Brush application In. ft. \_\_\_\_\_
- 9. Surface preparation (Light) of above items (7 & 8); hand work; Light cleaning to remove surface  
dust & stains.
  - a. Window sash and trim-over 2" In. ft. \_\_\_\_\_
  - b. Metal Commercial Window Frame-over 2" In. ft. \_\_\_\_\_
- 10. Surface preparation (Heavy) of above items (7 & 8); hand work; Scraping, patching, puttying,  
sanding
  - a. Interior walls and ceilings sq. ft. \_\_\_\_\_
  - b. Window sash and trim In. ft. \_\_\_\_\_
  - c. Metal Commercial Window Frame In. ft. \_\_\_\_\_
- 11. Exterior Surfaces (brush, roller or spray)
  - a. Walls, siding sq. ft. \_\_\_\_\_
  - b. Stucco/Plaster Patching sq. ft. \_\_\_\_\_
  - c. (1) Brick, masonry, concrete (light prep) sq. ft. \_\_\_\_\_
  - c. (2) Brick, masonry, concrete (heavy prep) sq. ft. \_\_\_\_\_
  - d. (1) Metal (light prep) sq. ft. \_\_\_\_\_
  - d. (2) Metal (heavy prep) sq. ft. \_\_\_\_\_
  - e. Drywall/Sheetrock Soffit sq. ft. \_\_\_\_\_

12. (a) Stairs, including risers; interior or exterior; metal or wood; paint, stain, shellac or varnish (Light prep) sq. ft. \_\_\_\_\_
12. (b) Stairs, including risers; interior or exterior; metal or wood; paint, stain, shellac or varnish (Heavy prep) sq. ft. \_\_\_\_\_
13. Porch rail and balusters; metal or wood; paint, stain, shellac or varnish
- a. Gross area sq. ft. \_\_\_\_\_
- b. Handrail only ln. ft. \_\_\_\_\_
14. Columns and pilasters; metal or wood sq. ft. \_\_\_\_\_
15. Downspouts and gutters; metal ln. ft. \_\_\_\_\_
16. Eaves, fascia; wood or metal; paint or varnish
- a. No rafters sq. ft. \_\_\_\_\_
- b. With rafters sq. ft. \_\_\_\_\_
17. Pipe; figure 1 s.f. per l.f. for 4" diameter or less sq. ft. \_\_\_\_\_
18. Surface Preparation (Light) of items below; hand work; Light cleaning to remove surface dust & stains.
- a. Line 14: Columns & pilasters; metal or wood sq. ft. \_\_\_\_\_
- b. Line 15: Downspouts and gutters; metal sq. ft. \_\_\_\_\_
- c. Line 16a: Eaves, wood or metal-No rafters sq. ft. \_\_\_\_\_
- d. Line 16b: Eaves, wood or metal-With rafters sq. ft. \_\_\_\_\_
- e. Line 17: Pipe sq. ft. \_\_\_\_\_
19. Surface preparation (heavy) of items below: hand work; Scraping, patching, puttying, sanding
- a. Line 14: Columns & pilasters; metal or wood sq. ft. \_\_\_\_\_
- b. Line 15: Downspouts and gutters; metal sq. ft. \_\_\_\_\_
- c. Line 16a: Eaves, wood or metal-No rafters sq. ft. \_\_\_\_\_
- d. Line 16b: Eaves, wood or metal-With rafters sq. ft. \_\_\_\_\_

- e. Line 17: Pipe sq. ft. \_\_\_\_\_
20. (a) Miscellaneous, metal or wood, not included in other line items (light prep)  
sq. ft. \_\_\_\_\_  
ln. ft. \_\_\_\_\_
20. (b) Miscellaneous, metal or wood, not included in other line items (heavy prep)  
sq. ft. \_\_\_\_\_  
ln. ft. \_\_\_\_\_
21. Doors; brush or roller application; excluding trim; wood, metal, plywood, panel; interior or exterior; paint, stain, shellac or varnish (average door is 3x7, 21 sq. ft.)  
each \_\_\_\_\_
22. Metal Door Frames; brush or roller application; interior or exterior; paint, stain, shellac or varnish (average door is 3x7, 21 sq. ft.)  
each \_\_\_\_\_
23. Doors; light surface prep for item 21; light cleaning, dust, remove stains and similar  
sq. ft. \_\_\_\_\_
24. Doors; heavy surface prep for item 21; patch, sand, putty, scrape and similar  
sq. ft. \_\_\_\_\_
25. Metal Door Frames; light surface prep for item 22; light cleaning, dust, remove stains and similar  
sq. ft. \_\_\_\_\_
26. Metal Door Frames; heavy surface prep for item 22; patch, sand, putty, scrape and similar  
sq. ft. \_\_\_\_\_
27. Door trim; up to 2" wide; brush application; wood, metal; Interior or exterior; paint, stain, shellac or varnish  
ln. ft. \_\_\_\_\_
28. Door trim; up to 2", light surface prep for item 27; light cleaning, dust, remove stains and surface dust  
ln. ft. \_\_\_\_\_
29. Door trim; up to 2", heavy surface prep for item 27; scrape, patch, sand and similar  
ln. ft. \_\_\_\_\_
30. Cabinets and case interiors- wood, plywood, particle board; Brush application; paint, stain, shellac or varnish  
sq. ft. \_\_\_\_\_
31. Sanding, stripping of item 30; hand work necessary to ready surface for paint etc.  
sq. ft. \_\_\_\_\_



32. Lockers, cabinets, interiors and exteriors; metal; brush or spray application; paint  
sq. ft. \_\_\_\_\_
33. Sanding, stripping of item 32; all work necessary to ready surface for paint  
sq. ft. \_\_\_\_\_
34. Shelving; wood, plywood, particle board, metal; brush application; paint, stain, shellac, varnish  
sq. ft. \_\_\_\_\_
35. Sanding, stripping of item 33; all work necessary to ready surface for finishing  
sq. ft. \_\_\_\_\_
36. Texture Coating; Hopper gun  
sq. ft. \_\_\_\_\_
37. Texture Coating; Roll-on  
sq. ft. \_\_\_\_\_
38. Texture Coating; Broquet  
sq. ft. \_\_\_\_\_
39. Texture Coating; Slap Texture  
sq. ft. \_\_\_\_\_
40. Water blasting; Minimum pressure 1500 lbs. psi  
sq. ft. \_\_\_\_\_
41. Sand blasting  
sq. ft. \_\_\_\_\_
42. Painting of exposed structural steel ceilings includes metal deck, bar joists, ductwork and misc.  
steel angles bracing  
sq. ft. \_\_\_\_\_
43. Clean-up of above item 41; hand work; Light cleaning to remove surface dust & stains.  
sq. ft. \_\_\_\_\_
44. Painting of exposed ductwork only  
sq. ft. \_\_\_\_\_
45. Surface preparation (Light) of above item 44; hand work; Light cleaning to remove surface dust &  
stains.  
sq. ft. \_\_\_\_\_
46. Surface preparation (Heavy) of above item 44; hand work; Scraping, patching, puttying, sanding  
sq. ft. \_\_\_\_\_
47. Joint sealant on building joints greater than 1/8" thick  
ln. ft. \_\_\_\_\_
48. Spot Priming  
sq. ft. \_\_\_\_\_
49. Removal of Vinyl Base  
ln. ft. \_\_\_\_\_
50. Transport and set up Scissor Lift  
per hr \_\_\_\_\_

51. Striping on Gym Floors ln. ft. \_\_\_\_\_
52. Trimming around Graphics sq. ft. \_\_\_\_\_
53. Floating of Drywall where paint has peeled sq. ft. \_\_\_\_\_
54. Parking lot striping; contractor to furnish striping equipment including stencils; machine application or hand work; paint to include handicap zones and standard wheelchair insignia, fire lanes, stenciling of names, numbers, "Visitor", and similar; assume 1"-2"
- a. Parking Lot Striping Painting ln. ft. \_\_\_\_\_
- b. Striping Light Prep ln. ft. \_\_\_\_\_
- c. Striping Heavy Prep ln. ft. \_\_\_\_\_
- d. Curb Painting, includes 4" letters ln. ft. \_\_\_\_\_
- e. Curb Light Prep ln. ft. \_\_\_\_\_
- f. Curb Heavy Prep. ln. ft. \_\_\_\_\_
- g. Speed Bump Painting sq. ft. \_\_\_\_\_
- h. Speed Bump Light Prep sq. ft. \_\_\_\_\_
- i. Speed Bump Heavy Prep sq. ft. \_\_\_\_\_
- j. Handicap Square Painting sq. ft. \_\_\_\_\_
- k. Handicap Square Light Prep ln. ft. \_\_\_\_\_
- l. Handicap Square Heavy Prep ln. ft. \_\_\_\_\_
- m. Paint Numbers/Letters/Symbols (larger than 4") Each. \_\_\_\_\_
- n. Light Prep Numbers/Letters/Symbols Each \_\_\_\_\_
- o. Heavy Prep Numbers/Letters/Symbols Each \_\_\_\_\_

55. IF APS cannot furnish a particular paint or specialty preparation, or if it is more advantageous or efficient for the contractor to supply the item(s), please quote the percentage discount which will apply to any such purchases. Documentation will be required, i.e. a copy of your invoice. Freight or special handling charges will not be marked up, but will be reimbursed by APS at exact cost.

This percentage will also apply to rental of specialized equipment or similar unusual circumstances when the contractor may not own a certain piece of equipment necessary to finish the job.

\_\_\_\_\_ Per Cent (%) discount

56 Should two (2) coats of paint be specified by APS, please quote the percentage discount that will apply to any of the preceding bid items.

\_\_\_\_\_ 2-coat Per Cent (%) discount

## QUESTIONNAIRE

(if you need additional space, feel free to add additional pages as necessary)

1. Provide a short company profile to include number of years in business, size, number of employees, name of the owner(s) and location(s). Is this your primary line of work? If not, explain. **Please include your W-9, federal identification number and CRS number.**

2. Do you own adequate equipment to perform APS work: eg. Airless sprayers, large selection of ladders, power washers, sandblasters, scaffolding and safety equipment?

3. Are you willing to work odd hours (hours school is not in session) to accomplish APS work?

4. Do you have a Safety Plan and Safety Training for your employees? Please provide a copy of the plan and safety meeting log. Do you have a drug screening program? If so, what does it include.

5. What is the structure of your Company (estimator, field superintendent, painters, etc.)?

6. What is your estimating procedure and how can you accommodate the APS estimating format?

7. What is your billing procedure and how can you accommodate the APS billing format?

8. What methods for checks and balances do you have (in the event of an audit)?

9. How do you account for employee time spent on each job and properly identify each person's effort? How and when is overtime charged? Do you pay your employees the same for public jobs as for private jobs?

FIRM NAME \_\_\_\_\_

(Contractor)

Contractor agrees to perform the work according to the conditions and specifications described herein at the prices stated below throughout the time period of this contract.

## PRICING LIST

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

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

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

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

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

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

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

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

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

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

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

FirmName: \_\_\_\_\_

Bid No. 17-085SC-DW

**SPECIFICATIONS EXCEPTION FORM**  
**PAINTING SERVICES ON DEMAND**

**Note:** Your bid may be rejected if you do not sign and submit this page.

Bid on materials, supplies, or equipment with varying specifications may be considered by Albuquerque Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of APS to probe for information concerning items which you intend to furnish. Therefore, 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. Failure to do so may result in forfeiture of bid bond, if applicable, or seller may be found in default.

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I do meet specifications: \_\_\_\_\_  
Signature

Exceptions are as stated: \_\_\_\_\_  
Signature

FIRM NAME

(Contractor)

**SUBCONTRACTOR LISTING**

**Painting Services on Demand, for Albuquerque Public Schools**

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

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

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

COMPANY NAME

ADDRESS

NATURE OF THE  
WORK

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APS must be notified of and must approve of any changes of proposed subcontractor(s) which may occur during the life of the contract. The general contractor shall be fully responsible for the work of the subcontractor(s), at any tier, to the full extent of the requirements of the contract. **Refer to page 7, section 21 for subcontractor guidelines,**



CONSTRUCTION REPORT FORM

PAGE \_\_\_\_\_ OF \_\_\_\_\_

LOCATION \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ WORK ORDER NO. \_\_\_\_\_ BID NO. \_\_\_\_\_ PURCH. ORDER NO. \_\_\_\_\_

LOCATION NO. \_\_\_\_\_ COST ACCT. \_\_\_\_\_ CRAFT CODE \_\_\_\_\_ EXP. DATE \_\_\_\_\_

WORK ORDER/SCHEDULE OF VALUES

EST. COST \_\_\_\_\_ EST. DATE \_\_\_\_\_ ACT. COST \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ AFS AUTHORIZATION \_\_\_\_\_ DATE \_\_\_\_\_

ESTIMATE AND INVOICE MUST BE ITEMIZED PER TERMS OF CONTRACT.

APP. NO. \_\_\_\_\_ APP. DATE \_\_\_\_\_ AMT. THIS APP. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ AFS APPROVAL \_\_\_\_\_

ESTIMATE AND INVOICE MUST BE ITEMIZED PER TERMS OF CONTRACT.

ITEM NO.	DESCRIPTION OF WORK	EST. QTY.	EST. COST	UNIT PRICE	ACTUAL QTY.	COST CHANGE	ACTUAL COST	PREVIOUS APPLICATION	THIS APPLICATION	TOTAL COMPLETE	COMP
TOTALS											

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

**CONFLICT OF INTEREST**

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

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

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**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date Title (Position)

# RESIDENT VETERANS PREFERENCE CERTIFICATION

## 17-085SC-DW PAINTING SERVICES ON DEMAND

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

**Please check one box only**

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative) "

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

# **BID SUBMITTAL REQUIREMENTS AND CHECKLIST**

## **17-085SC-DW PAINTING SERVICES ON DEMAND**

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

- Bid Price List (with signature and contact information completed)
- Completed Conflict of Interest and Debarment/Suspension Form
- Campaign Contributions Disclosure Form
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate
- Bid Submittal Requirements and Check List
- Certification of Insurance (if applicable)
- Bid Security/Bond
- Subcontractor Listing
- Completed Questionnaire
- NM Workforce Solutions Registration Certificate
- Terms & Conditions (Signed)

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(Signature)

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(Date)

# ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION

## TERMS AND CONDITIONS

### Preparation of Bids

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

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

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

### General

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

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

### Award

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

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

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

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the State Taxation & Revenue Department in the appropriate space. Provision of the number will be the responsibility of the contractor. Copy must be included in bid submittal.

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

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

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

### **Packing, Shipping and Invoicing**

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

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

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

### **Patent Indemnity**

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

### **Warranties**

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



### **Inspection**

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

### **Assignment**

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

### **Non-discrimination**

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

### **Changes**

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

### **Kickback Statement**

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

### **Termination**

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

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

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

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and his subsuppliers at any tier.

### **Contingency**

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

### **Other Applicable Laws**

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

### **Non-Collusion**

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

Signature of Authorized Representative \_\_\_\_\_

Contractor's License No: (If Applicable) \_\_\_\_\_

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

Resident/Veterans Certification No(If Applicable): \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

Area Code and Telephone No. \_\_\_\_\_

Area Code and Fax No \_\_\_\_\_

Federal ID No.: \_\_\_\_\_