



ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

BID# 23-009 RR

BID TITLE: WOODEN PALLETS – FOR SALE

BID SCHEDULE

Action	Date & Time
Bid Issued	06/29/2022
Non Mandatory Pre-Bid Meeting	N/A
Non-Mandatory Pre-Bid Meeting Location	N/A
Deadline for Questions	07/11/2022 @5:00 PM (local)
Bid Due Date & Time	07/21/2022 @3:00 PM (local)
Bids must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry)	

BUYER CONTACT INFORMATION

Name	Robert Russell
Phone Number	(505) 878-6123
E-Mail	Russell_R@aps.edu
Any inquiries or requests regarding clarification of Bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

BID SUBMITTAL

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

BID TERM

APS reserves to right to enter into a four (4 year) contract with awarded Buyer.
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SUBMISSION COVER SHEET (**REQUIRED: Submit with your bid.**)



BIDDER ACKNOWLEDGEMENT: By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) agree to purchase as-is wood pallets.

Signature of Authorized

Representative: _____

Type or print

Name of above: _____

Address 1: _____

Name of Bidder: _____

Address 2: _____

Telephone No.: _____

E-Mail: _____

Contact information for Purchaser:

Name of Contact: _____

Telephone No.: _____

Email Address: _____

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

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

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

SUBMITTALS:

- Submission Cover Sheet, **Completed and SIGNED ***REQUIRED*****
- BID OFFER *****REQUIRED*****
- Submit Bid on Vendor Registry

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

SUBMITTAL REQUIREMENTS

ATTENTION:

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



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

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

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

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INSTRUCTIONS FOR ALL BIDDERS

1. **READ ALL DOCUMENTS:** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.
2. **OFFICIAL CONTACT:** Bidders may contact ONLY the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Bidders **MAY NOT** contact other District departments or employees. Any contact with a district department or employee may result in rejection of any bid.

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

3. **TIMELY SUBMISSION:** Bids must be submitted by the due date and time on Vendor Registry as stated on cover page. Any and all Bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances. It is recommended to submit the bid in early.

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

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

4. **BIDDER ACKNOWLEDGMENT:** By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set forth in bid. The submission of a bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid. All costs incurred by a Bidder in connection with responding to this bid, the selection process undertaken in connection with this bid, and any negotiations with APS will be borne solely by the Bidder.
5. **ELECTRONIC BID DOCUMENTS:** This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder's possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS on the APS Procurement website shall govern.
6. **FORMS AND ATTACHMENTS:** It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website

(<http://www.aps.edu/procurement> then select “See Current Bids and RFPs”) prior to the due date before submitting their bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted bid.

7. **ADDENDUM(S)**: No Addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an Addendum withdrawing the bid or one which extends the date for receipt of bids.
8. **CORRECTION OR WITHDRAWAL OF BIDS**: Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes his bid nonresponsive may be permitted to withdraw its bid. Any decision by Buyer to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.
9. **BID PRICING**: Responses, including bid prices, will be considered firm.
10. **BID OPENING**: Pursuant to NMSA 13-1-107, the contents of the bid will be available to the public at bid opening.
11. **BID CANCELLATION OR REJECTION**: This bid may be canceled or may be rejected in whole or in part when it is in the best interest of APS. Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS.
12. **NON RESPONSIVE**: APS reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Invitation to Bid.
13. **DEFINITIONS**: Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Buyer**” shall mean successful bidder

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

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

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

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

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

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

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

“**Purchase Order**” shall mean the document, which directs a contractor to deliver items of tangible

personal property or services pursuant to an existing contract.

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

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

TERMS & CONDITIONS

1. **TERM:** APS reserves the right to procure the services/goods as described in this Bid and enter into a contract as described on Bid front cover.
2. **NO MINIMUM GUARANTEE:** APS does not guarantee a minimum amount of items in conjunction with award of this invitation to bid.
3. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The Contractor may terminate this contract only if APS fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and APS.
 - B. Termination by APS
 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(s) in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, the APS notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but **SHALL NOT** be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.
 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.
4. **INDEMNIFICATION:** The Bidder shall be responsible for damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents or subcontractors. Bidder shall save and hold harmless APS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

5. **GOVERNING LAW:** This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.
6. **INDEPENDENT CONTRACTOR:** The awarded vendor is an Independent Contractor purchasing wooden pallets from APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
7. **CONFLICT OF INTEREST:** By submitting a bid, the Bidder certifies that no relationship exists between the Bidder and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
8. **OFFER MADE BY BUYER:**
A prospective Buyer's bid is a contractual offer. By submitting a bid or offer to purchase, Buyer agrees that they have read, fully understand and accept the listing. Further by submitting a bid or offer to purchase, Buyer agrees that if Buyer's bid is accepted by Seller, Buyer will pay for and remove the items as mutually agreed by Buyer and Seller.
9. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of APS.
10. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA §44-7A-1, et seq. as amended.

PROTEST

Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico.

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

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

The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest.

The determination shall:

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

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

SPECIFICATIONS

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The purpose of this Invitation to Bid is to sell wooden pallets 48" x 40" with each deck board being 3 ½" wide by 5/16" thick. They will be located at Albuquerque Public School Food and Nutrition Services Building.

- Buyer must call APS Food and Nutrition Richard Gonzales (505) 401-7788 every Monday to verify number of wooden pallets for pickup for the upcoming week.
- Time is of the essence with respect to removal of pallets. Buyer must schedule an appointment in advance with APS Food & Nutrition.
- The Buyer is responsible for picking up all wooden pallets from APS Food and Nutrition, which is located at 800 Louisiana Blvd. NE. Albuquerque, NM 87108
- Buyer is responsible for the removal, loading, transportation and unloading of the wooden pallets.
- Buyer is required to have insurance covering its removal, loading, transportation and unloading of pallets.
- Buyer is responsible for Health & Safety of Its Employees, Agents & Contractors. Buyer is responsible for its employees', agents' and contractors' compliance with all applicable laws and regulations for the removal, transportation, and reassembly.
- If Buyer brings employees or third parties to attend or assist in the removal of pallets, Buyer assumes all risks of damage of or loss to their person and property and agrees to defend and indemnify Seller and Liquidity Services from any and all liability for such risks
- Buyer must pick up all wooden pallets as-is, even if they are broken and unusable.
- Buyer shall pay APS by submitting a Cashier's Check or Money Order prior to pick up. The Cashier's check or money order shall be made to: APS Food and Nutrition Services.
- Buyer shall submit an offer/bid for usable wooden pallets.

BID PRICE FORM

BID (Submit with your Bid)

WOODEN PALLETS FOR SALE

Bidder submits the following amount for consideration.

Useable Wooden Pallet
\$ _____ each useable wooden pallet

BIDDER ACKNOWLEDGEMENT: By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) agree to purchase as-is wood pallets.

Signature of Authorized

Representative: _____

Type or print

Name of above: _____ Address 1: _____

Name of Bidder: _____ Address 2: _____

Telephone No.: _____ E-Mail: _____

