ALBUQUERQUE PUBLIC SCHOOLS

Invitation to Bid: 17-020 RA-KN

TO PROVIDE PUMPING & DISPOSAL SERVICES FOR SEPTIC TANKS, GREASE AND/OR SAND TRAPS ON DEMAND FOR ALBUQUERQUE PUBLIC SCHOOLS

BID DUE TIME AND DATE:	08/31/2016 @ 2:00 PM (LOCAL TIME)
PURCHASING CONTACT:	Rennette Apodaca at 505-878-6112
E-MAIL:	Rennette.Apodaca@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 item 6 (Page 2) of General Instructions of this document.

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GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than August 31, 2016 at 2:00 pm (local time).

2. 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, U.S. mail service delivery, etc.

3. 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.

4. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	8/15/16
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	8/22/16 @ 5:00pm (local time)
Submission of Bid	Bidder	8/31/16 @ 2:00pm (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD
Post-Award Conference	M&O Mechanical Manager	TBD

5. To ensure proper identification and handling, clearly indicate the BID number, Bid title, opening date, opening time on the outside of the sealed response envelope:

PHYSICAL ADDRESS:

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

MAIL TO:
(Allow minimum 5 business days for US mail):

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

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 Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award.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.

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 and click on "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. 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.

11. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.

12. 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 proposals 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 pricing 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 contents of the bid will 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.

23. 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.

24. 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.

25. 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 additional to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit s "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.

26. 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.

27. APS reserves the right to negotiate pricing with successful bidder(s) for equipment/parts related to this contract but which are not specifically included herein.

28. 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.

29. 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 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.

30. 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.

31. 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.

32. 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 in the best interest of the District.

33. 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 bid number so verification of pricing can be made.

34. 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 certificate issued by State of New Mexico Taxation & Revenue. If bid is Joint Venture, Bid shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to enter into a six (6) year indefinite quantity contract with awarder Bidder(s).

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 NMSU 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:

Bodily injury, each person, excluding medical and medically related expenses	$400,000
Medical and medically-related expenses	$300,000
Vehicle Bodily injury, each occurrence, excluding medical and medically related expenses	$750,000
Property Damage, each occurrence	$200,000

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

NOTE: Certificate holder shall be: Albuquerque Public Schools.

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

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 are 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**: APS invites you to bid on a contract **To Provide Pumping & Disposal Services for Septic Tanks, Grease and/or Sand Traps on Demand for Albuquerque Public Schools. S**pecifications and requirements to follow.

2. **Scope of Work**: Contractor shall furnish all labor, materials and equipment necessary to provide maintenance, pumping and disposal services for septic tanks, tunnels, lift stations, area drains, grease traps or sand traps, in accordance with specifications. Tanks shall be pumped dry and the contents disposed of in strict compliance with local regulations. Contractor's quotation shall include pumping charges, disposal fees, and overhead costs for required manifests, etc.

3. **Licensing and Workmanship**: Contractor shall be properly licensed and all work shall be performed by properly trained personnel thoroughly familiar with the complete requirements and details of the work.

4. **Safety**: The contractor shall abide by all E.P.A., Occupational Safety and Health Administration (OSHA) regulations, all City of Albuquerque, and State of New Mexico Environmental Improvement Board regulations that may 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 violations including, but not limited to, fines or penalties, judgements, court costs, and attorney's fees. The contractor also shall be responsible for all damage to persons or property that may occur as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors, in connection with this contract.

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

6. **Standards**: All work shall comply with the recommendations and standards as set forth in the latest edition(s) of all pertinent State, County, and Municipal Codes and Ordinances. Contractor shall provide proof of business permits and identify disposal sites. APS reserves the right to inspect any project at any time without prior notification to the contractor.

7. **Scheduling**: For routine pumping services, the contractor shall cooperate with the school principal/site administrator to avoid interference with the instructional program and to protect site occupants by arranging an acceptable work schedule prior to the initiation of any work. APS Maintenance and Operations Mechanical Manager will establish work schedule arrangements with the individual principals as applicable. Some adjustments may be made for year around schools. Contractor must notify APS Mechanical Maintenance Manager (505/765-5950 ext. 67536) or Plumbing Supervisor (505/765-5950) with a list of those locations to be pumped at least one day prior to the event. Contractor shall supply APS Mechanical Maintenance Manager a schedule of when pumping will occur so as to generate APS work order.

   All contractor's work force must check in and out through the school office when arriving at the school and again when leaving. The school principal/cafeteria manager/designee will sign the receipt verifying that the appropriate work has been satisfactorily done

8. **Work Orders:** The work to be performed under this contract will be executed as a series of individual work orders initiated by APS. The specific form will be discussed at the post award conference.

9. **Pricing**: Pricing will be structured on a three-tiered formula: (1) Scheduled appointments, (2) Emergency situations, (3) Sand-by hourly rate. Emergencies and stand-by hourly rates must have prior authorization by Maintenance and Operations Mechanical Manager (Frank Maes), or his designee.

   APS Maintenance and Operations reserves the right to contact another contractor in cases of extreme emergency, either because of failure to respond in a timely manner or int eh event that more than one contractor may be needed on site.

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

    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 delivery tickets, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.

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

11. **Addition or Deletions of Locations/Sites**: APS reserves the right to add or delete locations in full or in part as may be necessary to accommodate new construction or as certain tanks are phased out of usage and similar. Adjustments will be at the bid prices. All additions and deletions will be confirmed in writing by APS Procurement Department.

12. **Septic Tanks**: Tanks shall be pumped dry **each** pumping. All school tanks shall be pumped at least twice per year – typically once during May and again during December unless otherwise agreed. Some schools will require quarterly pumping. Contractor and APS shall mutually agree upon a specific schedule. Note that APS may have problem sites because of new construction, saturated fields, etc. Any tank may require pumping at any time upon instructions from APS. APS will advise the contractor of any such areas that may require special attention or frequent monitoring.

    Once pumping has started, pumping shall continue without interruption until indigestible waste has been pumped to completely dry condition. Contractor will immediately notify APS if mechanical equipment fails during the pumping process.

    Contractor shall check all baffles, tees, inlets, and outlets, and notify APS of any repairs needed. Manhole covers shall be sealed airtight.

    Site locations and tank capacities are listed on proposal pages. Exact tank locations at each site will be identified by APS' Mechanical Manager. Note that one school (Corrales Elementary) is located in Sandoval County. There are also two locations on Kirtland Air Force Base (KAFB).

13. **Tunnels**: APS has some sites with drainage tunnels that will occasionally require pumping because of flood conditions, etc. APS will contact contractor with instructions regarding volume of water, emergency or non-emergency status, etc.

14. **Lift Stations**: APS has sewage pump lift stations at six (6) or more sites. Pumping of these will be on an on-call basis

15. **Drains**: APS has area drains in all APS mechanical rooms, drains with sump pumps at approximately four (4) sites and drains without sump pumps at approximately four (4) sites.

    Pumping these drains will also be on an on-call basis.

16. **Grease Traps**: Traps and site locations are identified as Class I and Class II on the proposal pages. Class I tanks are the small capacity tanks of approximately 25-250 gallons (±5-10 gallons). Class II tanks are large capacity tanks of approximately 251-1500 gallons (±100 gallons). Contractor shall provide routine pumping at approximately six-week intervals during the year. Tanks shall be pumped dry with accumulated grease scraped from the sides as necessary. At the post-award conference, contractor and APS Mechanical Manager will agree on a firm schedule with dates and locations of traps to be pumped. Disposal procedures are outlined in this bid.

17. **Sand Traps**: There are approximately 20-30 sand traps located throughout the district. Typically these will be in the high schools, the M&O auto shop and similar. Most are in the 4' x 4' x 4' size range. Cleaning will be on an on-call basis at a negotiated price which will take into consideration the actual size, amount of sand, possibility of hazardous materials, etc.

18. **Disposal of All Types of Waste**: Contractor shall strictly comply with the most recent EPA and all other administrative policies for discharge of septic and chemical toilet waste, grease and waste oil disposal. If there is a conflict between regulations and policies, the more stringent and the most current will govern.

    Successful contractor will pick up the load and be responsible and liable for disposal of the waste in a legal and safe manner. Contractor will assume all costs incurred for damages resulting from disposal violations. All dumping fees must be paid by the contractor in a timely manner. Contractor shall identify disposal facility to be utilized for each item and shall submit verification letter(s) from applicable dump/rendering plant/refinery that will accept load(s). Under no circumstances shall any load by contractor be dumped into school site sanitary sewer lines. Any violation of this section could result in cancellation of this contract immediately.

19. **Manifest Records**: Contractor and APS will at all times comply with City of Albuquerque Manifest Records requirements. Contractor shall supply appropriate manifest copies and other records as may be applicable with invoices.

20. **Post-Award Conference**: Following bid award, the contractor shall meet with APS' Maintenance and Operations Mechanical Manager, or designee, to outline procedures such as scheduling, manifest records, inspections, and invoicing.

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

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

SERVICE LOCATIONS

TANKS, LOCATIONS, GALLONS, ETC. (By High School, Middle & Elementary)

DESCRIPTION & LOCATIONS	APPROXIMATE TANK VOLUME
SEPTIC TANKS (pumping and disposal services, on request, at any of the following sites):	
Corrales Elementary Corrales, NM 87048 (Sandoval County)	16,000 gal. (2 tanks total)
Los Padillas Elementary 2525 Los Padillas SW	10,000 gal and 2,000 gal buffer tank
Mountain View Elementary 5317 Second Street SW	14,000 gal
San Antonito Elementary 12555 North Hwy 14 Sandia Park, NM 87047	3,000 gal – quarterly
SEPTIC TANKS, MISCELLANEOUS SITES, ON-CALL BASIS ONLY:	
Sandia Mountain Outdoor Classroom North Rt. 10 (near San Antonito)	2,500 gal
TUNNELS: ON-CALL BASIS ONLY There are several tunnels throughout the district and, although they need pumping infrequently, one or more pumping vehicles may be required to be onsite for several hours. In the event that this services is needed, the gallons pumped will be charged at the septic tank rate plus the stand-by rate per hour per truck. The same will apply to lift stations and area drains.	
Example Only located at: Del Norte High School 5323 Montgomery Blvd. NE Call Mr. Maes if you wish to make a site visit.	
LIFT STATIONS (ON-CALL BASIS ONLY):	
Manzano High School Rio Grande High School Valley High School	Taft Middle School Taylor Middle School
Corrales Elementary Los Padillas Elementary Mac Arthur Elementary Mountain View Elementary San Antonito Elementary	
AREA DRAINS:	
(with sump pump sites):	
Highland High School (2) Rio Grande High School – Science Lab	Taylor Middle School
Alameda Elementary School Navajo Elementary School	Central Office Administration Building
(without sump pump sites):	
Manzano High School (east side)	Cleveland Middle School
Alameda Elementary School Navajo Elementary School	

DESCRIPTION & LOCATIONS	APPROXIMATE TANK VOLUME
GREASE TRAPS (pumping and disposal at any of the following sites):	
CLASS I	
HIGH SCHOOLS & ADMINISTRATIVE LOCATIONS	
Albuquerque High School 800 Odelia Road NE	20 gal.
APS Central Kitchen 912 Oak Street SE	20 gal.
Cibola High School 1510 Ellison Drive NW	20 gal.
Del Norte High School 5323 Montgomery Blvd NE	100 gal.
Eldorado High School 11300 Montgomery Blvd NE	100 gal.
Highland High School (Kitchen) 4700 Coal Avenue SE	20 gal.
Highland High School (Photo Lab) 4700 Coal Avenue Se	20 gal.
La Cueva High School 7801 Wilshire NE	50 gal.
Manzano High School 12100 Lomas NE	20 gal.
New Futures High School 5400 Cutler NE	20 gal.
Rio Grande High School 2300 Arena Road SW	50 gal.
Sandia High School 7801 Candelaria NE	20 gal.
West Mesa High School 6701 Fortuna Road NE	100 gal.
MIDDLE SCHOOL LOCATIONS	
Eisenhower Middle School 11001 Camero Road NW	20 gal.
Grant Middle School 1111 Easterday NE	350 gal.
Harrison Middle School 3912 Isleta Blvd. SW	20 gal.
Hoover Middle School 12015 Tivoli NE	100 gal.
Jackson Middle School 10600 Indian School NE	20 gal.
Jefferson Middle School 712 Girard NE	20 gal.
John Adams Middle School 5401 Glenrio NW	100 gal.
Kennedy Middle School 821 Tomasita NE	100 gal.
Lyndon B. Johnson Middle School 6811 Taylor Ranch Drive NW	200 gal.

MIDDLE SCHOOL LOCATIONS (CONTINUED)	
Madison Middle School 3501 Moon NE	30 gal.
McKinley Middle School 4500 Comanche NE	350 gal.
Taft Middle School 620 Schulte Road NW	200 gal
Taylor Middle School 8200 Guadalupe Trail NW	200 gal.
Truman Middle School 9400 Benavidez Road SW	20 gal.
Van Buren Middle School 700 Louisiana SE	20 gal.
Washington Middle School 1101 Park Street SW	20 gal.
ELEMENTARY SCHOOL LOCATIONS	
A. Montoya Elementary School 24 Public School Road Tijeras, NM 87059	20 gal.
Acoma Elementary School 11800 Princess Jeanne NE	20 gal.
Adobe Acres Elementary School 1724 Camino Del Valle SW	100 gal.
Alameda Elementary School 412 Corrales Road NW	50 gal.
Alamosa Elementary School 6500 Sunset Gardens Road SW	100 gal.
Alvarado Elementary School 1100 Solar Road NW	100 gal.
Apache Elementary School 12800 Copper SW	200 gal.
Armijo Elementary School 15440 Gatewood SW	20 gal.
Bandelier Elementary School 3309 Pershing SE	20 gal.
Barcelona Elementary School 2311 Barcelona SW	50 gal.
Bel Air Elementary School 4725 Candelaria NE	20 gal.
Carlos Rey Elementary School 1215 Cerrillos NE	100 gal.
Chamiza Elementary School 5401 Homestead Circle NW	200 gal.
Chaparral Elementary School 6325 Milne Road NW	20 gal.
Chelwood Elementary School 12701 Constitution NE	20 gal.
Cochiti Elementary School 3100 San Isidro NW	20 gal.

ELEMENTARY SCHOOL LOCATIONS (CONTINUED)	
Collet Park Elementary School 2100 Morris NE	20 gal.
Corrales Elementary School Corrales, NM (Sandoval County)	200 gal.
Dennis Chavez Elementary School 7500 Barstow NE	20 gal.
East San Jose Elementary School 415 Thaxton SE	20 gal.
Edmund G. Ross Elementary School 6700 Palomas NE	20 gal.
Emerson Elementary School 620 Georgia SE	16,000 gal.
Eubank Elementary School 9717 Indian School NE	100 gal.
Eugene Field Elementary School 700 Edith NE	20 gal.
Georgia O'Keefe Elementary School 11701 San Victorio NE	200 gal.
Governor Bent Elementary School 5700 Hendrix NW	20 gal.
Griegos Elementary School 4040 San Isidro NE	20 gal.
Hawthorn Elementary School 420 General Sommervell NW	100 gal.
Hodgin Elementary School 3801 Morningside NE	100 gal.
Hubert H. Humphrey Elementary School 9801 Academy Hills NE	20 gal.
Inez Elementary School 1700 Pennsylvania NE	20 gal.
John Baker Elementary School 12015 Trivoli NE	200 gal.
Kit Carson Elementary School 1921 Byron SW	200 gal.
Kirtland Elementary School 3530 Gibson SE	20 gal.
La Luz Elementary School 225 Griegos NW	20 gal.
La Mesa Elementary School 7500 Copper NE	20 gal.
Lavaland Elementary School 501 57th NW	20 gal.
Lowell Elementary School 1700 Sunshine Terrace Se	20 gal.
MacArthur Elementary School 1100 MacArthur NW	100 gal.
Mary Ann Binford Elementary School 1400 Corriz SW	20 gal.

ELEMENTARY SCHOOL LOCATIONS (CONTINUED)	
Matheson Park Elementary School 10809 Lexington NW	200 gal.
McCollum Elementary School 10900 San Jacinto NE	20 gal.
Mission Avenue Elementary School 725 Mission Avenue NE	100 gal.
Mitchell Elementary School 10121 Comanche NE	20 gal.
Monte Vista Elementary School 8211 Louisiana NE	200 gal.
Montezuma Elementary School 1616 Richmond NE	20 gal.
Navajo Elementary School 2936 Hughes SW	20 gal.
Osuna Elementary School 4715 Moon NW	20 gal.
Petroglyph Elementary School 5100 Marna Lynn NW	200 gal.
Ranchos Elementary School 7609 Fourth Street NW	100 gal.
Reginald Chavez Elementary School 2700 Mountain Road NE	20 gal.
S.Y. Jackson Elementary School 4720 Cairo NE	20 gal.
Sandia Base Elementary School 21001 Wyoming SE (on KAFB)	200 gal.
Sombra del Monte Elementary School 9110 Shoshone NE	20 gal.
Susie Rayos Marmon Elementary School 6501 Iliff NW	20 gal.
Tomasita Elementary School 701 Tomasita NE	200 gal.
Valle Vista Elementary School 1700 Mae SW	200 gal.
Whittier Elementary School 1100 Quincy SE	20 gal.
Zuni Elementary School 6300 Claremont NE	20 gal.

DESCRIPTION & LOCATIONS	APPROXIMATE TANK VOLUME
GREASE TRAPS (pumping and disposal at any of the following sites):	
CLASS II	
HIGH SCHOOL LOCATIONS	
Atrisco Heritage High School 10800 Dennis Chavez Blvd SW	1,000 gal.
Valley High School 1505 Candelaria NW	1,000 gal.
Volcano Vista High School 8100 Rainbow Blvd NW 87114	1,000 gal.
MIDDLE SCHOOL LOCATIONS	
Cleveland Middle School 6910 Natalie NE	1,000 gal.
Desert Ridge Middle School 8400 Barstow NE	1,000 gal.
Ernie Pyle Middle School 1820 Valdor SW	1,000 gal.
Garfield Middle School 3501 Sixth Street NW	1,000 gal.
Hayes Middle School 1100 Texas SW	300 gal.
James Monroe Middle School 6100 Paradise Boulevard NW	1,000 gal.
Jimmy Carter Middle School 8901 Bluewater NW	1,000 gal.
Polk Middle School 2220 Raymac SW	500 gal.
Roosevelt Middle School 11799 Highway 14S Tijeras, NM	1,000 gal.
Tony Hillerman Middle School 8101 Rainbow Blvd NW	1,000 gal.
Wilson Middle School 1138 Cardenas SE	350 gal.
ELEMENTARY SCHOOL LOCATIONS	
Bellehaven Elementary School 8701 Princess Jeanne NE	1,000 gal.
Comanche Elementary School 3505 Pennsylvania NE	1,000 gal.
Coronado Elementary School 601 4th Street NW 87102	1,000 gal.
Double Eagle Elementary School 8901 Lowell NE	1,000 gal.
Duranes Elementary School 2436 Zickert SW	300 gal.
Edward Gonzales Elementary School 500 9th St. SW	1,250 gal.
Los Padillas Elementary School 2525 Los Padillas SW	600 gal.

ELEMENTARY SCHOOL LOCATIONS (CONTINUED)	
Mark Twain Elementary School 6326 Constitution NE	800 gal.
Manzano Mesa Elemntary School 801 Elizabeth St. SE	1,500 gal.
Mountain View Elementary School 5317 Second Street SW	1,000 gal.
North Star Elementary School 8917 Ventura NE	1,000 gal.
Painted Sky Elementary School 701 Tessa NW	1,000 gal.
Pajarito Elementary School 2701 Don Felipe SW	1,000 gal.
Sierra Vista Elementary School 10200 Paseo Del Norte NW	300 gal.
Seven Bar Elementary School 4501 Seven Bar Loop NW	1,000 gal.
Tierra Antigua Elementary School 8121 Rainbow Blvd NW	1,000 gal.
Ventana Ranch Elementary School 6801 Ventana Village Road NW	1,000 gal.
Wherry Elementary School Bldg 25000 KAFB	1,000 gal.

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. _____ _____

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	_____

Contractor agrees to perform the work according to the conditions and specification described herein at the prices stated below throughout the time period of this contract. Quotation is for a complete price-inclusive of pumping and disposal. (Refer to Technical Specifications, Pricing, on page 9.)

Do **not** include taxes in your price quote. Tax is to be added to invoice as a separate item and will be allowed to fluctuate as required by law.

As related to septic tanks, tunnels, lift stations and area drains	**SCHEDULED PRICING**	**EMERGENCY PRICING**
Tanks, Drains – Per 1,000 Gallons		
Stand-by Hourly Rate		
Your Permit Number		
Your Authorized Dump Site		

As related to grease traps – class I	**SCHEDULED PRICING**	**EMERGENCY PRICING**
Per Gallon – One Location		
Your Grease Trap Permit Number		
How will you dispose of grease?		

As related to grease traps – class II	**SCHEDULED PRICING**	**EMERGENCY PRICING**
Per Gallon – One Location		
Your Grease Trap Permit Number		
How will you dispose of grease?		

Firm Name_____

Bid No. 17-020 RA-KN

SPECIFICATIONS EXCEPTION FORM

TO PROVIDE PUMPING & DISPOSAL SERVICES FOR SEPTIC TANKS, GREASE AND/OR SAND TRAPS ON DEMAND FOR ALBUQUERQUE PUBLIC SCHOOLS

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

CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____Date_____

Name of Person Signing (typed or printed): _____

Title: _____

Email:_____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____Fax:_____Email:_____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____ _____
Signature Date Title (position)

--OR—

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

_____ _____ _____
Signature Date Title (Position)