



ALBUQUERQUE PUBLIC SCHOOLS

Invitation to Bid: 17-060MM-KV – Automatic Door Operators and Service

BID DUE TIME AND DATE: February 14, 2017 @ 2:00 PM (LOCAL TIME)
PURCHASING CONTACT: Michael Madrid, CPPB at 505-848-8826
E-MAIL: michael.madrid@aps.edu

LOCATION:
Albuquerque Public Schools
Off-Site Procurement
Lincoln Complex, Building M, Room M174
912 Oak St. SE
Albuquerque, NM 87106

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.

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GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than **February 14, 2017 at 2:00 pm (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: APS Off-Site Procurement
 Attn: Michael Madrid CPPB
 Lincoln Complex, Building M, Room M174
 912 Oak St. SE
 Albuquerque, NM 87106

NON-MANDATORY PRE-BID MEETING

Attendance at the pre-bid meeting is non-mandatory. The pre-bid meeting will be conducted at Lincoln Complex, Building M, Conference Room M172 – 912 Oak Street SE, Albuquerque, NM 87106 on February 01, 2017, at 10:00 AM local time. It is the contractor’s responsibility to arrive to the meeting on time.

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

	Event	Responsible Party	Date	Location
1.	Publish Bid	APS Procurement	January 22, 2017	Public Advertisement
2.	BID Procurement will be Made Available to Potential Bidders on the procurement website: http://www.aps.edu/procurement	APS Procurement	January 22, 2017	APS Procurement Website http://www.aps.edu/procurement
3.	Non-Mandatory Pre-Bid Conference	FD+C and Design Professional	February 1, 2017 @ 10:00 AM	Lincoln Complex, Bldg. M., Conference Room M172, 912 Oak St. SE 87106
4.	Submission of Written Questions	Potential Bidders	February 2, 2017 before 3:00 PM Deadline	Michael Madrid, CPPB Construction Buyer michael.madrid@aps.edu
5.	Release of Last Addendum Prior to Submission of Bids	APS Procurement	February 7, 2017	APS Procurement Website http://www.aps.edu/procurement

6.	Submission of Bids – Bid Opening	Bidders	February 14, 2017 at 2:00 PM Deadline	APS Offsite Procurement Office Lincoln Complex, Building M, Room M174 912 Oak St. SE, Albuquerque, NM 87106
7.	APS Board Approval	APS FD+C	TBD	APS Board Meeting
8.	Notice of Award	APS FD+C	TBD	APS FD+C Offices

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 (#4).
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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.
21. 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”.
22. 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.
23. 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.
24. 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.
25. 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 or confidential information.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to enter into an eight (8) 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 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.

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

23. **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.
24. **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)

25. **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

Intent: Albuquerque Public Schools (APS) invites you to bid on **Automatic Door Operators and Services on Demand** in accordance with the attached specifications.

1. **Scope of Work:**

The purpose of this bid is to establish a price agreement to provide Preventative Maintenance (PM) service as well as equipment, supplies, license, insurance, delivery, warranty, etc. required to install and modify automatic doors and frames with wall switches. APS electricians will be performing the portion of the installation requiring hardwire connectivity to 110 volts. Repair services shall be provided on an as needed basis and shall include maintenance and perform modifications to existing automatic door operators, doors, and similar building fixtures for APS' Facilities Design & Construction and Maintenance & Operations departments. APS may wish to purchase the replacement model at the same price or negotiate a percent of the price increase. **PLEASE DO NOT BID UNLESS YOU HAVE THE PROPOSED MANUFACTURER'S ENDORSEMENT AND REQUIRED STATE OF NEW MEXICO LICENSES TO INSTALL AND SELL AUTOMATIC DOOR OPERATORS IN THE STATE OF NEW MEXICO.**

*Include with your bid the manufacturer's authorization to sell their automatic door closures.

The successful vendor shall furnish all equipment, supplies, materials, labor, travel, etc. to completely install automatic door operators with wall switches. **APS will not reimburse for trip charges or mileage.** Contractor is expected to travel in his/her own vehicle within the school district as necessary for project implementation. Contractor will also attend all meetings, briefings, presentations and the like as required for the progress and successful conclusion of the project at contractor's own expense. Contractor shall recommend best solutions, including lowest cost for any requested maintenance or modification.

Services to perform Preventative Maintenance (PM) and modification on an as needed basis shall include all equipment, supplies, material, labor, travel etc. services. These services will not include the costs for service parts stated under Line Item #6. (PM) services shall include, but shall not be limited to, inspection of all components on the automatic doors (including arms, hinges, sensors, guides, rollers, etc.) to ensure its proper, safe and reliable operation. Cleaning all components of dust, film and other foreign objects for doors to operate freely and thus preventing undue wear. Lubricate where necessary facilitating all contact points (bearings, linear rods, hinges, etc.) to operate freely. Lubricate and inspect for electrical and mechanical failure (visual inspection of equipment and other problems pertaining to operation of subject doors). **Contractor must contact the order-issuing department (M&O or FD&C) prior to execution of work to discuss nature of work to be performed, to provide a quotation for the proposed work to be performed, and to receive authorization to commence work. Unauthorized work performed by contractor will not be paid by APS.** Contractor shall comply with all national, state, and local building, electrical, fire, safety codes, and licensure requirements. In addition, Contractor shall follow the guidelines of the Americans with Disabilities Act. If applicable, the Contractor shall apply for and obtain any and all building permits that may be required. Contractor shall call for and be present for any and all inspections. Job sites will be identified during the term of the contract.

Although this contract is being bid on behalf of APS Facilities Design & Construction and APS Maintenance & Operations Department, individual schools or departments will be referred to the successful Contractor in the event of requirements that can be adapted to the specified items awarded.

Installation and Modification of Door and Frame License Requirements: APS electricians will be performing the portion of the installation requiring hardwire connectivity to 110 volts. License requirements for this contract are the ES-3 license and one of the following three licenses: GS-6, GS-29, or GB-98. Conduit installation requires an EE-98 license (as does any work involving fifty (50) volts or over). If the Bidder holds an ES-03 license, it may subcontract an EE-98 portion of an installation if the ES-3 value is higher than the EE-98 portion of an installation.

Include with your bid submission copy of ES-3, copy of GS-6 or GS-29 or GB-98, copy of EE-98 license if you hold one. List the licenses your company and employees hold, and include copies of the license(s) with your bid.

Quantities: Exact quantities of automatic door closures, related material, and repairs are unknown; however, APS anticipates ordering an estimated amount of \$55,000.00 annually utilizing a variety of contracts. **This is not a commitment to purchase.** The information is included to provide a potential bidder with some idea of possible contract activity. Payment will be made to the successful bidder(s) for actual quantities ordered and received and for services rendered.

Work Order Purchase Orders: Work performed under this contract is subject to strict APS Internal controls. A work order number will be issued prior to request for services. **All workmen shall check in through the school office upon arrival and check out again when leaving.** If APS cannot verify workmen's time or arrival/departure, payment on invoices for work performed that day may be held until such verification has been made.

Pricing: Installation of the automatic door operators is estimated at two to three (2-3) hours per install. If problems occur, the estimated time is four (4) hours. Documentation is required if problems occur for approval before proceeding. All pricing will be F.O.B. "destination" including cost, insurance, and freight. Also include service charges, trip charges, etc. in your pricing. APS does not reimburse for mileage. F.O.B. "destination" shall be interpreted as final site as specified by APS. **BIDDER OWNS GOODS IN TRANSIT.**

What is your minimum order? (quantity, dollars, etc.) _____

2. **Delivery:** Prompt delivery is of the essence and may be a factor in determining the successful bidder; therefore, delivery time after receipt of order must be stated in definite terms. Items are for one shipment.

The majority of the orders placed will be delivered to APS Facilities, Planning, & Construction, 915 Oak Street SE, Albuquerque, New Mexico, 87106, telephone number (505) 242-5865 and APS Maintenance & Operations Warehouse facility at 919 Locust SE, Albuquerque, New Mexico 87106, telephone number (505) 765-5950 in quantities requested by APS Maintenance & Operations Department personnel on an "as needed" basis. Emergency orders may also be required. Delivery may also be required to the job site. All are within the general metropolitan area.

Delivery time quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative bidder will be assigned at the discretion of APS.

What is your current lead time after receipt of order? _____

3. **Requests(s) NOT Defined:** Contractor shall be held accountable to NOT fill requests that are clearly beyond the defined scope of this contract. Should such request occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
4. **Standards:** Brand names as may be noted are for the bidder's reference as to the level of quality or characteristics desired. This is not a preference or an endorsement on the part of APS. APS will consider "or equal" product in evaluation. Notations under brand/model number that indicate "a/s" or "as specified" shall bind the bidder to furnish exactly that brand and model / part number. Indicate your stock number(s) as may be applicable.

APS assumes a direct correlation between items bid and items shipped. "As specified" is defined as the exact brand and model / part number referenced in the bid specifications. Product awarded based on bid results wherein actual shipment does not conform to the exact product or packaging quoted will be returned at the full expense of the seller, who shall be further liable for such excess costs as APS may incur in purchasing replacement materials elsewhere. Attempts to ship non-conforming merchandise and offer a later discount as an inducement to keep the product will be refused.

5. **Demonstration:** Bidder should be prepared to make available to APS on demand the actual specimen of any intended item for its inspection. "Actual specimen" is defined as either the exact item or a reasonable configuration with variations readily apparent.
6. **Samples:** Do not send any samples with return bid. Depending upon bid results, APS may contact vendors in consideration for award to furnish samples for testing purposes. Samples so requested will be furnished at the sole expense of the bidder. It is the responsibility of the bidder to prove equality of product.
7. **Product Literature/Technical Specifications:** Successful bidder(s) must provide catalogs, brochures, cross reference sheets and/or related literature as needed by APS.
8. **Warranty/Guarantee:** All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Bidders will replace damaged items at no cost to APS.

Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best preferred warranty.

List your warranty period for each manufacturer's product you are bidding. Warranty work shall be performed by manufacturer's representative. APS may, at its discretion, contract with other authorized representatives to repair automatic door openers once warranty period has expired.

List your warranty period for workmanship for each manufacturer you are bidding

9. **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 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.

PRICING

Item No.	Description	Unit Price
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Successful vendor shall furnish Horton Automatic, Series 7000 "Easy Access", DC Z7000 Swing Automatic Door Operator, Stanley Magic Access, Stanley Magic Force or equal performance door operators and two each 1260-4 or 1260-RC wall switches or equal performance for each door installation. Operators shall have aluminum covers with a selected color from the manufacturer's color chart. The contractor shall install the operators per the manufacturer's specifications. All exposed mechanisms shall be covered with the manufacturer's specified materials. APS anticipates ordering an estimated amount of \$55,000.00 annually for automatic door operators and services. **This is not a commitment to purchase.**

1.	AUTOMATIC DOOR OPERATOR: Horton Automatic Series 7000 "Easy Access Door with two (2) wall switches Horton #1260-4 or 1260-4RC, DCZ27000 Swing Automatic Door Operator, Stanley Magic Access, Stanley Magic Force or equal.	_____ Each
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Brand and Model No.

INSTALLATION AND MODIFICATION OF AUTOMATIC DOORS AND FRAMES

Installation time estimated at 2-3 hours. If a problem occurs, installation time should not exceed 4 hours. Documentation will be required if installation problems occur and approval is needed before proceeding. Per unit price is to include any and all costs (i.e. trip charge, mileage, labor, parts, accessories, etc.) Tax will be added to invoice at current rate. Manufacturers listed below:

2a.	HORTON #1260-4 or 1260-4RC:	_____ per Unit
2b.	DCZ27000 SWING AUTOMATIC DOOR OPERATOR	_____ per Unit
2c.	STANLEY MAGIC ACCESS, STANLEY MAGIC FORCE:	_____ per Unit
2d.	OTHER: _____	_____ per Unit

Item No.	Description	Unit Price
3.	LABOR: Indicated hourly rate for labor for non-warranty calls as needed for maintenance and modifications to existing doors. This cost shall not include service parts; however, contractor shall extend minimum percent (%) off list price on parts per Item #4	_____ Hour
4.	SERVICE PARTS: Indicate percentage off manufacturer's list and provide current catalog or price list.	_____ %
5.	WARRANTY: Contractor shall warranty the materials and workmanship for a minimum of one year after the acceptance day of any job during warranty period.	_____
6.	WARRANTY: Warranty period on materials and workmanship after the acceptance day of any job after warranty period.	_____

INCLUDE WITH YOUR BID: Names and addresses of three customers who have purchased automatic door operators and services:

- 1) Product Literature/Technical Specifications
- 2) Product Liability Coverage
- 3) Warranty/Guarantee

BID SUBMITTAL REQUIREMENTS AND CHECK LIST

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 your bid non-responsive and will be disqualified. Check off and sign that items are included in your response to this RFB.

- _____ Required Licenses & Certifications
- _____ Pricing
- _____ Specifications Exceptions Form signed
- _____ Bid Submittal Requirements and Check List
- _____ Bidder's Information Form
- _____ Certificate of Insurance
- _____ Conflict of Interest and Debarment/Suspension Certification Form
- _____ Campaign Contribution Disclosure Form
- _____ Resident Preference Certificate (If Applicable)
- _____ Veterans Preference Certificate (If Applicable)

BIDDER'S INFORMATION FORM

Date of Bid: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for various construction services on demand.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

Zip: _____ Fax: _____ Email: _____

Affix Corporate Seal if bid is by Corporation)

**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.

RESIDENT VETERANS PREFERENCE CERTIFICATION

BID No. 17-060MM-KV Automatic Door Operators and Services

_____ (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.

