



ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

BID #24-018 KLL

BID TITLE: Automatic Fire Suppressant Systems

NIGP Commodity Code: 93633

BID SCHEDULE

Action	Date & Time
Bid Issued	09/22/2023
Non Mandatory Pre-Bid Meeting	N/A
Non-Mandatory Pre-Bid Meeting Location	N/A
Deadline for Questions	10/05/2023 @5:00 PM (local)
Bid Due Date & Time	10/12/2023 @3:00 PM (local)
<i>Bids must be received by the due date and time. No late Bids will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry).</i>	

BUYER CONTACT INFORMATION

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

BID SUBMITTAL

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

BID TERM

APS reserves to right to enter into, not to exceed six (6) years, indefinite quantity contract with the awarded Bidder(s).
--

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

BIDDER ACKNOWLEDGEMENT: By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed at the price indicated.

Signature of Authorized Representative: _____
Type or print Name of above: _____ Address 1: _____
Name of Firm: _____ Address 2: _____
Telephone No.: _____ E-Mail: _____
Resident/Veterans Preference Certification No. (If applicable): _____

Contact information for Sales Department:	Contact information for POs/Invoicing/Etc.:
Name of Contact: _____	Name of Contact: _____
Telephone No.: _____	Telephone No.: _____
Email Address: _____	Email Address: _____

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

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

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

SUBMITTALS:

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

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

SUBMITTAL REQUIREMENTS

ATTENTION:

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



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

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

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

Table of Contents

TERMS & CONDITIONS 10

SPECIFICATIONS..... 21

BID PRICE FORM..... 35

COMPLIANCE (REQUIRED LEGAL FORMS) 39

INSTRUCTIONS FOR ALL BIDDERS

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

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

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

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

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

6. **BIDDER ACKNOWLEDGMENT:** By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set form in bid. The submission of a bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid.
7. **INCURRING COSTS:** Any cost incurred by the potential Bidder in preparation, transmittal, and/or presentation of any bid or material submitted in response to this Bid shall be borne solely by the Bidder. If applicable, any cost incurred by the Bidder for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Bidder.

8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages “confidential” for consideration to exemption. APS reserves the sole right to determine exemptions.
9. **ELECTRONIC BID DOCUMENTS:** This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder’s possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS on the APS Procurement website shall govern.
10. **FORMS AND ATTACHMENTS:** It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement>) then select “See Current Bids and RFPs”) prior to the due date before submitting their bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted bid.
11. **ADDENDUM(S):** No Addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an Addendum withdrawing the bid or one which extends the date for receipt of bids.
12. **CORRECTION OR WITHDRAWAL OF BIDS:** Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes his bid nonresponsive may be permitted to withdraw its bid. Any decision by Buyer to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.
13. **IRREGULARITIES IN BIDS:** Pursuant to NMSA 13-1-132, APS may waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, or quantity.
14. **BIDDERS EXCEPTIONS:** Any exceptions to the Scope of Work and/or Specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements. The Buyer, after review of the bids may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.
15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
16. **BIDDER SUBMITS MULTIPLE BRAND OR PRICE:** If Bidder offers more than one brand or price per item, APS shall evaluate bids and award the goods that are in APS’s best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.
17. **BID PRICING:** Responses, including bid prices, will be considered firm.
18. **PRICING ESCALATION:** Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
19. **BID OPENING:** Pursuant to NMSA 13-1-107, the contents of the bid will be available to the public at bid opening.

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

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

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

23. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. APS reserves the right to award by item, group of items, or total bids.
24. **AFTER AWARD:** APS reserves the right to increase or decrease the quantity of any item called for, add additional related items as APS deems necessary, or to eliminate any item entirely.
25. **PURCHASE AFTER AWARD:** Any resulting purchases under the bid will be made by APS purchase order or procurement card. Quotes provided to APS personnel will be quoted per the awarded APS Price Agreement and will reference the APS Price Agreement number so verification of pricing can be made.
26. **CONFIDENTIAL INFORMATION:** The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements. Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
27. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

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

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

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

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

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

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

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

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

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

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

TERMS & CONDITIONS

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

i. For Cause

1. The occurrence of either one of the following events will justify termination for cause:
 1. Contractor’s persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 2. Contractor’s violation(s) in any substantial way of any provisions of this contract.
2. If either one of the events identified above occur, the APS notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but **SHALL NOT** be paid for loss of profits resulting from such termination.
3. Where Contractor’s services have been so terminated by APS, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

ii. For Convenience

- a) Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS elect to terminate the contract.
- b) In such case, Contractor shall be paid (without duplication of any items):
 1. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c) Contractor **SHALL NOT** be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

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

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

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

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

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

15. **AUDIT:** APS reserves the right to audit the Contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS’ access to books and records of such party.
16. **GOVERNING LAW:** This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.
17. **INDEPENDENT CONTRACTOR:** The Contractor is an Independent Contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1- 180, and §13-4-11 through §13-4-17, as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
19. **CONFLICT OF INTEREST:** By submitting a bid, the Bidder certifies that no relationship exists between the Bidder and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
20. **NON-DISCLOSURE:** The Bidder shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees and costs in the event any unauthorized release of such information occurs.
21. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
22. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District’s designated address).
23. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
24. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
25. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the

goods/services furnished. Acceptance occurs when the APS Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the Seller that the goods/services are conforming and fails to make an effective rejection.

26. **BUYERS REVOCATION OF ACCEPTANCE:** The APS Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
28. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of APS.
29. **PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
30. **PAYMENT:** Any invoice receive and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
31. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA §44-7A-1, et seq. as amended.

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

1. REMEDIES

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

4. DAVIS-BACON ACT

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

5. COPELAND ANTI-KICKBACK ACT

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

a) Clean Air Act

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

b) Federal Water Pollution Control Act

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

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

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

9. DEBARMENT AND SUSPENSION

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

12. DHS SEAL, LOGO, AND FLAGS

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

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

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

14. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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

PROTEST

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

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

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

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

The determination shall:

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

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

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. **Intent:** To establish pricing for performance of **new installation, inspection/test and full maintenance/repair/replacement service for automatic fire suppressant systems** at Albuquerque Public School sites. See Scope of Work below.
2. **Scope of Work:** This is an indefinite quantity contract to inspect, maintain, repair, replace and install APS automatic suppressant systems in compliance with the Fire Marshal's safety requirements. Contract will consist of:
 - a) New installation as required
 - b) Maintenance service to include:
 - i. Regularly scheduled six (6) month inspection at identified sites;
 - ii. Yearly replacement of fusible links;
 - iii. Six year teardown;
 - iv. Twelve year hydro-test;
 - v. Recharging;
 - vi. Semi-annual service to Halon system
 - c) On-call inspections
 - d) Repair services when needed
 - e) Replacement of existing systems, when repair versus replace decisions necessitate. It should be noted new construction site installations are not covered by this contract. They will be separately or installed through the new construction site's general contractor.

NOTE: At any stage of the work, should contractor suspect/detect asbestos containing materials, contractor is not to disturb or remove it. Contractor shall immediately stop work and contact APS' designee. APS' designee will then notify APS Asbestos Management Personnel. APS will instruct contractor when to proceed with project.

APS reserves the right to negotiate for services related to this contract, but which are not specifically identified herein.

Current Conditions: APS fire suppressant systems have been inspected and maintained on a regular basis. The lists attached should provide an adequate representation of the variety of APS equipment. Bidders should assume all equipment is in satisfactory operating condition when preparing bid prices.

3. **Maintenance Inspections:** All work shall comply with the current editions of NFPA 96 and 17. Maintenance, as defined in NFPA #17-5, is a thorough check to give maximum assurance that the extinguishing system will operate as intended. It includes a thorough examination and any necessary repair or replacement of system components.

The examination will include items required in NFPA Code 96, 8-2:

8-2. Inspection

8-2.1 An inspection and servicing of the fire extinguishing system by properly trained and qualified persons will be made at least every six (6) months.

NOTE: APS requires the names of qualifying employees and a listing of their credentials to be submitted on page 30. Copies of the credentials are to be submitted with the bid.

8.2.1.1 All actuation components including remote manual pull stations, mechanical or electrical devices, detectors, actuators, etc., shall be checked for proper operation during the inspection in accordance with the manufacturer's listed procedures. In addition, to these requirements, specific inspection requirements in applicable NFPA standards shall be followed.

As a minimum, maintenance inspections shall consist of the following (NFPA #17, 2-11.3.1)

- a) Check to see the hazard has not changed
- b) Examine all detectors, expellant gas container(s), agent container(s), releasing devices, piping, hose assemblies, nozzles, alarms, and all auxiliary equipment.
- c) Weigh or check pressure of expellant gas and agent containers.
- d) Examine the dry chemical. If there is evidence of caking, the dry chemical shall be discarded and the system shall be recharged in accordance with the manufacturer's instructions.
Exception: The dry chemical in stored pressure systems does not require semi-annual examination, but shall be examined at least once every six (6) years.
- e) When semi-annual maintenance of any dry chemical containers or system components reveals conditions such as (but not limited to) corrosion or pitting in excess of manufacturer's limits, structural damage or fire damage, repairs by soldering, welding, or brazing, the affected part(s) shall be replaced or hydrostatically tested in accordance with the recommendations of the manufacturer or the original certifying agency or both. The hydrostatic testing of dry chemical containers shall follow the applicable procedures outlined in NFPA #17, 2-12.
- f) All dry chemical systems shall be tested, which shall include a check of the detection system, alarms, and releasing devices, including manual stations and other associated equipment. A discharge of the dry chemical is normally not part of this test.
- g) When the maintenance of the system(s) reveals defective parts which could cause an impairment or failure of proper operation of the system(s), the affected parts shall be replaced or repaired in accordance with the manufacturer's recommendation. The maintenance report with recommendations, if any, shall be filed with the owner or with the designated party responsible for the system.

8.2.1.2. Fusible links and automatic sprinkler heads shall be replaced at least annually or more frequently if necessary to assure proper operation of the system. Other detection devices shall be serviced or replaced in accordance with the manufacturer's recommendations.

8.2.1.3 If required, certificated of inspection and maintenance performed shall be forwarded to the authority having jurisdiction.

NOTE: Contractor shall submit a copy of his company's inspections checklists for both chemical agent and halon systems with the bid. List shall clearly indicate items covered under the quoted maintenance inspection fee.

The successful bidder shall submit completed checklist(s) with appropriate invoicing. During inspection, contractor shall give particular attention to gas transmission and gas leaks. Contractor shall be responsible for notifying the APS designee of all items needing correction.

4. **Replacement of Fusible Link**: Fixed temperature sensing elements of the fusible noted alloy type shall be replaced at least annually or more frequently if necessary to assure proper operation of the system. See NFPA #96, 8.2.1.2 above. Contractor's quote shall include labor and material; heat rating must be specified.
5. **Six-Year Teardown**: The dry chemical in stored pressure systems shall be examined at least every six years as per NFPA 8.2.1.1d on page 14. Contractor's quote shall include labor and chemical.
6. **Twelve Year Hydro-Test and Recharge**: Contractor's quote shall include labor and chemical for work outlined in NFPA 17, 2-12:

The following parts of dry chemical systems with dry chemical containers of less than 50 lb. (68 kg) nominal capacity (based on sodium bicarbonate agent) shall be hydrostatically tested at an interval not to exceed twelve years: dry chemical containers, auxiliary pressure containers, valve assemblies, hoses and fitting (not including field piping), check valves, directional valves, manifolds and hose nozzles. The procedure shall be those approved by a laboratory for each type of equipment.

- a) The dry chemical removed from the container prior to testing shall be discarded.
 - b) Care shall be exercised to make certain all equipment tested is thoroughly dried prior to recharging.
 - c) To protect the hazard during this operation, if there is not automatic connected reserve, contractor shall provide alternate protection acceptable to the authority having jurisdiction.
7. **Recharging**: Quotation shall include both labor and chemical required to perform recharging in accordance with NFPA 17, 2-11.4:
 - a) All extinguishing systems shall be recharged after use or as indicated by an inspection or when performing maintenance.
 - b) Systems shall be recharged in accordance with the manufacturer's instructions.
 8. **Repairs**: If repairs are needed on existing systems, pricing shall be quoted for component parts plus quoted hourly rate. (Also refer to items 34 and 35, page 20 & 21).
 9. **New Installation/Replacement**: New installation/replacement shall comply with applicable installation sections of NFPA 96 and 17. Contractor's quoted price shall include site preparation, cost of system, equipment, materials, labor, and clean-up. (Also refer to item 34 on page 20). Quoted price shall also include any adjustments after inspections as outlined in section 30, page 19.

10. Semi-Annual Halon System Service: This is a functional test of panel, power supply, input signals, external devices, and electrical values of panel contacts in accordance with NFPA #12a. Service will, as a minimum, include:

- a) Test all manual operating devices
- b) Test all supervisory functions
- c) Validate battery charger and battery condition

- Halon Cylinders
 - a) Examine for damage or corrosion
 - b) Check brackets and supports
 - c) Ascertain halon quality

- Piping and Nozzles
 - a) Inspect for damage
 - b) Check nozzle position and alignment
 - c) Secure pipe bracketing

- Auxiliary Equipment
 - a) Inspect ventilation shutdown
 - b) Inspect equipment shutdown
 - c) Verify remote signaling

- General Inspection
 - a) Ascertain that the protected area is properly sealed
 - b) Verify changes in area from original
 - c) Verify quantity of halon versus volume of protection

Record service. Report any deficiencies.

11. New Systems: The intent of this contract is **not** to purchase new systems for stock or new construction projects. The purchase of new systems for these purposes will be accomplished through a separate bid process. Under this contract, new systems will be allowable only when APS determines a unit is required at an existing site or when replacement of existing systems is the most economically prudent solution.

12. Repair or Replace Decisions: Contractor may proceed with routine repairs necessary to maintain systems in proper working order. Should contractor notice equipment obsolescence, continued costly repair situations and/or relocation needs, he shall inform the Director of Maintenance & Operations, or designee.

13. Service Recordings: Contractor must comply with recording dates, work done, and name of worker on the site cylinder(s).

14. Weighted Values: A per item weighted value is stated on the proposal pages for award purposes. These values are **proportional** to expected usage of other items in the contract. They are **not** estimated usage figures and this is not a commitment to purchase.

15. Work Orders: Work performed under this contract is subject to strict APS internal controls. **All workmen shall check in through the school office upon arrival and check out again when leaving.** If APS cannot verify workmen's time of arrival/departure, payment on invoices for work performed that day may be held until such verification has been made.

The Director of Maintenance and Operations, or his designee, reserves the right to visit any job site while work is in progress. APS will not necessarily advise contractor prior to these visits.

After approval of the six (6)- month maintenance inspection schedule by APS designee at the post award conference, contractor may proceed with scheduled inspections as described on page 14-15, item 3, without additional authorization.

16. Procedures: When maintenance/repair/replacement or new installation work is needed, APS will issue to the contractor the Construction Report Form (See sample attached), or acceptable estimate form with a work order from the SCHOOL DUDE work order system. **Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation.**

The schedule of values section shall then be completed by the contractor, listing a description of work to be completed, the item number, unit price, estimated quantity, estimated hours for man-hour classification and total estimated cost. Site visits will be conducted as necessary.

Contractor shall submit the estimate to APS designee for review. Based on APS' calculations, engineer's estimates, etc. of the work to be done, estimate will be approved or discrepancies renegotiated with the contractor. Return of the signed estimate shall authorize the contractor to proceed with the work. Changes to work orders will follow the same guidelines.

In emergency situations, the Director of Maintenance and Operations or designee may make a verbal work request. Contractor will be provided a confirmation work order number. **Note:** Contractor shall **not** accept work requests directly from site locations. Contractor shall proceed with work only after receiving proper authorization from APS Director of Maintenance and Operations or designee.

APS Director of Maintenance and Operations or designee will establish work schedule arrangement with the individual site administrators and cafeteria managers. The site administrator/designee will sign appropriate form verifying the work has been completed; final acceptance shall be granted as per paragraph 30.

17. Subcontractors: The contractor shall list any sub-contractor used under this contract. The contractor may subcontract portions of the work to qualified and licensed subcontractors. The contractor shall be fully responsible for the work of all subcontractors, at any tier, to the full extent of the requirements of the contract. (Submit list on page 31). No markup will be allowed for subcontracted work. Prices for all work shall reflect the general contractor's bid. All subcontractors listed must be registered and in good standing with the NM Department of Workforce Solutions. Listing threshold is established at \$5,000. Provide the name and location of place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of this public works construction project in any amount of excess of \$5,000. State the nature of the work to be done by each subcontractor. **List only one subcontractor for each category as defined by you.**

18. Interrupting Services: The contractor shall coordinate the execution of all work within the building in order to minimize interference with the operation of existing mechanical, electrical, plumbing, and utility systems during replacement or repair work. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with the Director of Maintenance and Operations to minimize system down times. Absolutely no interruption of the existing services will be permitted without the approval of the Director of Maintenance and Operations or designee.

19. Sites: APS fire suppressant sites are attached. All Automatic fire suppressant systems shall be on the six (6)-month maintenance inspection schedule. In addition to these cycled inspections, APS may need maintenance inspections on an on-call basis for locations such as home economics classrooms, etc. On-call inspections shall be performed as and billed at the quoted are for six-month maintenance inspections. (Item 1a on page 26)

20. Safety: The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvement Board Occupational Health and Safety regulations that apply to this contract

The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for all damage to persons property that occurs as a result of his fault or negligence, or that of his employees, and/or agents, in connection with this contract.

Fall Protection: Appropriate and legally required equipment shall be worn or used to prevent injury to personnel from falls.

21. Supervision: The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and who shall normally be present on the site during the execution of the work.

22. Standards: All work and materials shall comply with the latest recommendations and standards set forth in the latest edition(s) of pertinent City, State, County and Municipal codes and ordinances. All services performed by the contractor shall be in accordance with the latest editions of National Fire Protection Association Codes and Standards Nos. 17 and 96.

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

24. Protection of the Work: The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.

- 25. Materials:** All materials shall be new, unused, and in perfect condition. However, if conditions would necessitate utilizing used/rebuilt items, prior approval must be secured from the Director of Maintenance & Operations, or his designee.
- 26. Manufacturer's Recommendations:** All materials shall be handled in accordance with manufacturer's instructions. Any conflict between the manufacturer's instructions and these specifications or code requirements shall be brought to the attention of APS designee before proceeding.
- 27. Procurement of Other Equipment, Materials and Parts:** APS reserves the right to procure any materials through normal procurement channels and to furnish such materials to contractor for installation. Materials procured shall not be marked up by the contractor in any manner.
- APS at any time may enter into an equipment/materials/parts only contract for warehouse stock. In this event, such contract awarded shall not affect or be in breach of contract with this document.
- 28. Inspections:** All maintenance inspections and repair work will be inspected by APS designee with or without prior notification to the contractor. All new installation/replacement work shall be inspected in accordance with the city/state Fire Protection Codes before inspection by APS personnel.
- 29. Operation Prior to Acceptance:** APS shall have the right to operate any and all apparatus as soon as and as long as it is operating condition whether or not such apparatus has been accepted as complete and satisfactory. This shall not be construed to mean acceptance before any required alterations or repairs have been completed and does not indicate acceptance of the equipment by APS. APS will not operate equipment specifically designated by the Contractor as unsafe or which has repairs in progress. It is the Contractor's responsibility to post notification that apparatus is unsafe to operate.
- 30. Final Acceptance:** The contractor shall notify the APS Director of Maintenance and Operations or designee when each work order/project is complete. The Director of Maintenance and Operations shall arrange for prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.
- 31. Clean-Up:** The contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion. All furniture/appliances moved during the course of work shall be returned to their original position.
- 32. Estimates:** APS will not pay for installation/repair estimates. Contractor shall include those costs in the price of the contract.

33. 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.

34. Pricing Guidelines: Prices quoted for all bid items 1 and 2 are firm for the life of the contract (including any renewals) regardless of site location within the school district. Prices quoted for all bid items 3 and 4 shall be used for comparison against estimates (see Page 36-37). **These quotes shall NOT be used to determine bid award.**

Should APS elect to, on demand, have contractor inspect systems other than those indicated on attached listing, or have contractor inspect systems outside of the approved inspection schedule, contractor shall bill APS at the quoted maintenance inspection rate. Should such inspection reveal repairs are necessary and should have been detected during a previous scheduled inspection, contractor shall credit the cost of the second inspection to APS.

NOTE: When needed, fusible links, recharging and repairs will be billed separately from the inspection.

Fusible Link: (Item 1a-1 on pricing quotation, page 36) Quotation shall hold firm for life of contract, including any renewals, regardless of whether replacement is on the yearly cycle or on demand basis. Quotation shall be an installed price, inclusive of all labor and materials. Specify the degree of heat rated on the link.

Six Year Teardown: (Item 1b on pricing quotation, page 36) Quotation shall be for the required six (6) year maintenance of dry chemical in stored pressure systems as outlined in NFPA #17 2-11.3.1d. Quotation shall include **labor and materials (including recharge)** for the following:

- Discharge agent
- Inspect agent
- Check pressure gauge
- Inspect valves and o rings
- Recharge cylinder

Twelve Year Hydro-Test and Recharge: (Item 1c on pricing quotation, page 36) Quotation shall include all **labor and chemical** for work outlined in NFPA #17, 2-12. Items to be included are outlined under item 6, page 15.

Recharging: (Item 1d on pricing quotation, page 36) Quotation shall include **labor and chemical** for each identified system.

Repair: (Items 2a and 2b on pricing quotation, page 36) Regular hourly rate and overtime are to be quoted for necessary repair of system components.

Parts: (Item 2c on pricing quotation, page 36.) Miscellaneous repair parts will be provided at contractor's cost, plus quoted fixed fee. Parts over \$50.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus fixed fee. Contractor shall also be prepared to substantiate charges of items under \$50.00 should audit require verification.

New Installation/Replacement Systems: (Items 3 and 4 on pricing quotation, pages 36 - 37) Refer to item 12 on page 16 for repair or replace guidelines. Contractor shall quote complete installation prices for a UL approved single tank system and dual tank system. Quotations shall include site preparation, the cost of system, the cost of materials needed in installation, all transportation, and labor costs, clean-up, and any post-inspection adjustments as required. When actual installation/replacement work orders are placed, contractor shall submit an estimate for the specific job according to the terms on page 15, item 9. Maintenance and Operations may request justification of variations between the price quoted in this contract and any submitted estimates.

35. Materials Fixed Fee – Description and Example:

You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149).

Parts/Materials	\$362.95
Fixed-Fee	\$ 30.00 – see Fixed Fee Chart
<u>NMGRT (7%)</u>	<u>\$ 29.96</u>
	\$422.91

See below for how the fixed-fee is used and calculated.

A copy of the original invoice, reflecting all discounts, proof of contractor's cost, etc. (no MSPRs, TRA-SER, et al – only contractor's proof of purchase will be accepted for reimbursement) for parts/materials will be required and must be attached to the final contractor's invoice to APS for compliance and payment.

Also refer to item 27 Procurement of Other Materials on page 28.

FIXED FEE- Do not Change Fixed Fee Dollar Amounts; this is the compensation that APS will pay.

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

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

This fee is strictly for obtaining materials by general contractor. The maximum fee will be \$3500.00 **PLEASE NOTE THE DISTRICT RESERVES THE RIGHT TO NEGOTIATE ACTUAL FIXED FEE AMOUNTS ON A PROJECT PER PROJECT BASIS AS IT DEEMS NECESSARY.**

Dollar Amount Estimated Materials Costs			Fixed Fee (Expressed in Dollar Amount)
1.00	-	\$100.00	NO FEE
101.00	-	\$200.00	\$10.00
201.00	-	\$300.00	\$20.00
\$301.00	-	\$400.00	\$30.00
\$401.00	-	\$500.00	\$40.00
\$501.00	-	\$600.00	\$50.00
\$601.00	-	\$700.00	\$60.00
\$701.00	-	\$800.00	\$70.00
\$801.00	-	\$900.00	\$80.00
\$901.00	-	\$1000.00	\$90.00
\$1001.01	-	\$1100.00	\$100.00
\$1101.00	-	\$1200.00	\$110.00
\$1201.00	-	\$1300.00	\$120.00
\$1301.00	-	\$1400.00	\$130.00
\$1401.00	-	\$1500.00	\$140.00
\$1501.00	-	\$1600.00	\$150.00
\$1601.00	-	\$1700.00	\$160.00
\$1701.00	-	\$1800.00	\$170.00
\$1801.00	-	\$1900.00	\$180.00
\$1901.00	-	\$2000.00	\$190.00
\$2001.00	-	\$5000.00	\$250.00
\$5001.00	-	\$8000.00	\$450.00
\$8001.00	-	\$10000.00	\$650.00
\$10001.00	-	\$15000.00	\$850.00
\$15001.00	-	\$20000.00	\$1200.00
\$20001.00	-	\$25000.00	\$1500.00
\$25001.00	-	\$30000.00	\$1900.00
\$30001.00	-	\$35000.00	\$2250.00
\$35001.00	-	\$40000.00	\$2600.00
\$40001	-	\$45000.00	\$2900.00
\$45001.00	-	\$50,000.00	\$3300.00
OVER \$50001.00	-		\$3500.00 MAXIMUM

SUPPRESSANT SYSTEM SITE LIST

Legend: 0 = No chemical system; 1 = Single tank system; 2 = Dual tank system

SITE	ADDRESS	SYSTEM	UPGRADED	DATE
HIGH SCHOOLS				
1	Albuquerque	800 Odelia NE	PCL-240 Pyro-Chem	
1	Atrisco Heritage	10800 Dennis Chavez Blvd	Amerex 375	
1	Cibola	1510 Ellison Dr NW	R102 1.5 gal, Ansul	Ansul R102 1.5G 3/8/2007
1	Del Norte	5323 Montgomery NE	WHDR 600 gal. Kidde	
1	Eldorado	11300 Montgomery NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 2/4/2004
1	Highland	4700 Coal SE	WHDR 260, Kidde	
2	La Cueva	7801 Wilshire NE	R102, Liquid Agent	
1	Manzano	12200 Lomas NE	Range Guard 6 gal.	
1	Rio Grande	2300 Arenal SW	R102, Liquid Agent	R102-3G. Ansul 3/6/2007
1	Sandia	7801 Candelaria NE	WHDR 400, Kidde	
1	Valley	1505 Candelaria NW	WHDR 400, Kidde	
1	West Mesa	6701 Fortuna NW	PCL 460, Pyro-Chem	
1	Volcano Vista	8100 Rainbow Rd NW	Amerex 375 PCL-160 Pyro-Chem	
1	New Futures	5400 Cutler NE	2.5 gal, Range Guard	PCL-300 PYRO-CHEM 9/21/2007
MIDDLE SCHOOLS				
1	New North West Mid			
1	Adams	5401 Glenrio NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM 7/1/2005
1	Cleveland	6910 Natalie NE	HDR 25#, Kidde	PYRO-CHEM 460 6/13/2006
1	Desert Ridge	8400 Barstow NE	PCL-550 Pyro-Chem	
1	Eisenhower	11001 Camero NE	PCL-240, Pyro-Chem	
1	Ernie Pyle	1820 Valdora Dr SW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM 6/7/2006
1	Garfield	3501 Sixth NW	Ansul R102-3G.	
1	Grant	1111 Easterday NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 2/3/2004
1	Harrison	3912 Isleta SW	PCL-240 Pyro-Chem	PCL-300 PYRO-CHEM 6/8/2006
1	Hayes	1100 Texas NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 3/2/2004
1	Hoover	12015 Tivoli NE	WHDR 400, Kidde	
1	Jackson	10600 Indian School NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 2/27/2004
0	Jefferson	712 Girard NE	None	
1	Kennedy	721 Tomasita NE	WHDR 400, Kidde	
1	L.B. Johnson	6811 Taylor Ranch Dr NW	FSI 30#	PCL-300 PYRO-CHEM 7/22/2004
1	Madison	3501 Moon NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 1/20/2004
1	McKinley	4500 Comanche NE	R-102 Ansul W/S	PCL-300 PYRO-CHEM 11/7/2005
1	Polk	2220 Raymac SW	PCL-550, Pyro-Chem	PCL-300 PYRO-CHEM 3/6/2007
1	Roosevelt	11799 State Highway 14S	Range Guard 2.5 gal.	MEETS NFPA 17A
1	Taft	620 Schulte NW	R102 3G	
1	Taylor	8200 Guadalupe Tr NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM 4/26/2005
1	Truman	9400 Benavidez SW	HDR 25#, Kidde	PCL-300 PYRO-CHEM 7/31/2005
1	Van Buren	700 Louisiana SE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 6/30/2005
1	Washington	1101 Park SW	R102 3G	
0	Wilson	1138 Cardenas SE	None	
ELEMENTARY SCHOOLS				
1	A. Montoya	24 Public School Rd	PC-25#, Pyro-Chem D.C.	PCL-300 PYRO-CHEM 12/1/2004
1	Acoma	11800 Princess Jeanne NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 3/13/2003
1	Adobe Acres	1724 Camino del Valle SW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM 2/6/2006
1	Alameda	412 Alameda NW	PCL-300, Pyro-Chem	
1	Alamosa	6500 Sunset Gardens SW	WHDR 260, Kidde	PCL-300 PYRO-CHEM 2/27/2004
1	Alvarado	1100 Solar NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM 11/29/2004
1	Apache	12800 Cooper NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 11/29/2004
1	Armijo	1440 Gatewood SW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM 2/13/2006
0	Arroyo Del Oso	6504 Harper Ave SW	None	NOT REQUIRED
1	Atrisco	1201 Atrisco SW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM 2/13/2006
1	Bandelier	3309 Pershing SE	HDR 25#, Kidde	PCL-300 PYRO-CHEM 10/29/2004

ELEMENTARY SCHOOLS (CONT.)					
1	Barcelona	2311 Barcelona SW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	2/6/2006
1	Bel-Air	4725 Candelaria NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	3/13/2003
1	Bellehaven	8701 Princess Jeanne NE	Range Guard 2.5		
1	Carlos Rey	1215 Cerrillos SW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/17/2004
2	Chamiza	5401 Homestead Cr NW	PCL-240, Pyro-Chem	MEETS NFPA 17A	
			PCL-350, Pyro-Chem		
1	Chaparral	6325 Milne Rd NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	7/1/2005
0	Chelwood	12701 Constitution NE	None		
1	Cochiti	3100 San Isidro NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	12/3/2004
1	Collett Park	2100 Morris NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/24/2004
1	Comanche	3505 Pennsylvania NE	Range Guard 2.5 gal.		
1	Corrales	Corrales, NM	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/12/2004
1	Dennis Chavez	7500 Barstow NE	R-102 Ansul W/S	Ansul R102-1.5G	3/5/2007
0	Dolores Gonzales	900 Atlantic SW	None		
1	Double Eagle	8901 Lowell NE	PCL-350 Pyro-Chem		
1	Duranos	2436 Zickert NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	1/27/2005
1	East San Jose	451 Thaxton SE	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	6/7/2006
1	Edmund G. Ross	6700 Palomas NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/13/2004
1	Edward Gonzales	554 90 th St SW	PCL-300 PYRO-CHEM		
1	Emerson	620 Georgie SE	WHDR 400, Kidde		
1	Eubank	9717 Indian School Rd NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/3/2004
1	Eugene Field	700 Edith SE	PCL-275, Pyro-Chem	PCL-300 PYRO-CHEM	6/13/2006
2	George Sanchez K-8	4050 118 th St SW			
1	Georgia O'Keefe	11701 San Victorio NE	2.5 gal Range Guard	PCL-300 PYRO-CHEM	6/7/2006
1	Governor Bent	5700 Hendrix Rd NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	6/25/2007
1	Griegos	4040 San Isidro NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/4/2004
0	Hawthorne	420 General Somervell NE	None		
1	Hodgin	3801 Morningside NE	WHDR 125, Kidde		
1	Hubert H. Humphrey	9801 Academy Hills NE	R-102 Ansul W/S	PCL-300 PYRO-CHEM	2/27/2004
0	Inez	1700 Pennsylvania NE	None		
1	John Baker	12015 Tivoli NE	R-102 Ansul W/S	PCL-300 PYRO-CHEM	12/1/2004
1	Kirtland	3530 Gibson SE	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	3/5/2007
1	Kit Caron	1921 Byron Rd SW	WHDR 260, Kidde		
0	La Luz	225 Griegos NW			
1	La Mesa	7500 Copper NE	R102-3G, Ansul		
1	Lavaland	501 57 th NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	6/16/2006
1	Lew Wallace	513 6 th NW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	1/30/2004
1	Longfellow	400 Edith NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	1/8/2004
1	Los Ranchos	7609 4 th NW	R102, 3 gal, Liquid	Ansul R102-3G	3/8/2007
1	Los Padillas	2525 Padillas SW	R-102 Ansul	PCL-300 PYRO-CHEM	12/1/2004
1	Lowell	1700 Sunshine Terrace SE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	3/1/2005
1	MacArthur	1100 MacArthur NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	3/31/2005
1	Manzano Mesa	801 Elizabeth SE	PCL-300, Pyro-Chem		
1	Marie Hughes	5701 Mojave NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	3/31/2005
1	Mark Twain	6316 Constitution NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/1/2005
1	Mary Ann Binford	1400 Corriz SW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/27/2004
1	Matheson Park	10809 Lexington NE	R102, 3 gal, Ansul	PCL-300 PYRO-CHEM	11/29/2004
1	McCollum	10900 San Jacinto NE	WHDR 260, Kidde		
1	Mission Avenue	725 Mission NE	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	6/8/2006
1	Mitchell	10121 Comanche NE	PCL-550, Pyro-Chem	PCL-300 PYRO-CHEM	6/20/2007
1	Monte Vista	3211 Monte Vista NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	3/1/2005
1	Montezuma	1616 Richmond NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	3/1/2005
1	Mountain View	5317 2 nd SW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	1/13/2007
1	Navajo	2936 Hughes SW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	2/20/2006
0	Oonate	12415 Brentwood Hills NE	None		
0	Osuna	4715 Moon NE	None		
1	Painted Sky	8101 Gavin NW	RG4GS 4.0, Rangeguard		
1	Parajito	2701 Don Felipe SW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	11/28/2006

ELEMENTARY SCHOOLS (CONT.)					
1	Petroglyph	5100 Marna Lynn Dr NW	PCL-350, Pyro-Chem	PCL-300 PYRO-CHEM	6/13/2006
1	Reginald Chavez	2700 Mountain Rd NW	2.5 Gal. Rangeguard	PCL-300 PYRO-CHEM	9/25/2007
1	S.Y. Jackson	4720 Cairo NE	PCL-240, Pyro-Chem		
0	San Antonito	12555 North Highway 14	None	Meets NFPA 17A	
1	Sandia Base	Kirtland Air Force Base East	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/27/2004
1	Seven Bar	4501 Ellison & Seven Bar Lp		Meets NFPA 17A	
1	Sierra Vista	10200 Paseo del Norte NW	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	3/8/2007
1	Sombra del Monte	9110 Shoshone NE	PCL-300, Pyro-Chem		
1	Sun Set View				
1	Susie Rayos Marmon	6401 Illif Rd NW	2.5 Gal. Rangeguard	PCL-300 PYRO-CHEM	3/1/2005
1	Tierra Antigua				
1	Tomasita	701 Tomasita NE	PCL-240, Pyro-Chem	PCL-300 PYRO-CHEM	12/1/2004
1	Valle Vista	1700 Mae SW	WHDR 260, Kidde		
1	Ventana Ranch	6801 Ventana Village NW	PCL-300, Pyro-Chem	KP-375/375 Amerex	12/20/2006
1	Wherry	Kirtland Air Force Base East	R-102 Ansul W/S		
1	Whittier	1110 Quincy SE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	10/29/2004
1	Zia	440 Jefferson NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	1/8/2004
1	Zuni	6300 Claremont NE	HDR 25#, Kidde	PCL-300 PYRO-CHEM	2/3/2004
1	North East Heights	9301 Ventura NE		KP-375, Amerex	1/5/2007
SPECIAL USE SITES					
	Central Kitchen	912 Oak St NE			
	Lincoln Lunchroom	912 Oak St NE			
	Central Office	725 University SE	Halon System		

BID PRICE FORM

Hourly Rates should be fully loaded to include: fringe, apprenticeship, administration, overhead and profit.

APS will not pay for insurance, business licenses, professional affiliations and similar costs of doing business which are the Offeror's obligation to secure and maintain.

APS does not pay for mileage, cellular telephones, meals, travel, or per diem.

Item No.	Description	Weighted Value x	Price Quote =		Extended Total
1	MAINTENANCE OF CHEMICAL AGENT AUTOMATIC SUPPRESSANT SYSTEMS				
1a	Six Month Maintenance Inspection	180	\$	per inspection	
1a-1	Replacement of Fusible Link (Labor & Material included) Heat Rating: [REDACTED]	250	\$	per link	
1b	Six Year Teardown (Labor & Chemical included)	50	\$	per 1 cylinder system	
			\$	per each additional 25 cylinder	
1c	Twelve Year Hydro-Test and Recharge (Labor & Chemical included)	25	\$	per cylinder	
Item No.	Description	Weighted Value x	Price Quote =		Extended Total
1d	Recharging (Labor & Chemical included)		\$		
1d-1	HDR – 25	60	\$	per system	
1d-2	HDR – 50	2	\$	per system	
1d-3	ANSUL Dry, including cartridge, 20 pounds	2	\$	per system	
1d-4	ANSUL Wet, 3 gallon	6	\$	per system	
1d-5	Range Guard Wet, 2.5 gallon	4	\$	per system	
1d-6	PCL Pro Chemical Dry, 15 pounds	2	\$	per system	
2	REPAIR				
2a	Regular Hourly Rate	25	\$	per hour	
2b	Overtime Hourly Rate	5	\$	per hour	
2c	Parts		\$		
	(Cost + Fixed Fee) see page	\$250	\$	Fixed fee	
3	NEW INSTALLATION				
3a	UL Listed Hood and Duct Fire System Conforming to NFPA 96 and 17A or B. Price is for wiring, ducting and necessary renovations to existing site, installation of new system and clean-up. Equipment, materials, labor, transportation, and post-inspection adjustments included Manufacturer & Model #: [REDACTED]		\$	per single tank system	
3b	UL Listed Hood and Duct Fire System Conforming to NFPA 96 and 17A or B.		\$	per dual tank system	

	Price is for wiring, ducting and necessary renovations to existing site, installation of new system and clean-up. Equipment, materials, labor, transportation, and post-inspection adjustments included Manufacturer & Model #: [REDACTED]				
4	REPLACEMENT				
4a	UL Listed Hood and Duct Fire System Conforming to NFPA 96 and 17A or B. Price is for complete installation of new system, and clean-up. Equipment, materials, and labor transportation and post-inspection adjustments included. Manufacturer & Model #: [REDACTED]		\$	per single tank system	
	UL Listed Hood and Duct Fire System Conforming to NFPA 96 and 17A or B. Price is for complete installation of new system, and clean-up. Equipment, materials, and labor transportation and post-inspection adjustments included. Manufacturer & Model #: [REDACTED]		\$	per dual tank system	

MAINTENANCE OF HALON AUTOMATIC SUPPRESSANT SYSTEM

Six Month Maintenance Inspection

GRAND TOTAL (ITEMS 1-2C & 5)

Item No.	Description	Weighted Value x	Price Quote =	Extended Total
5	MAINTENANCE OF HALON AUTOMATIC SUPPRESSANT SYSTEM			
	Six Month Maintenance Inspection	2	\$	Per inspection
GRAND TOTAL (ITEMS 1-2C & 5)			\$	

SPECIFICATIONS EXCEPTION FORM

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

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



I do meet specifications: _____
Signature

Exceptions are as stated: _____
Signature

COMPLIANCE

(REQUIRED LEGAL FORMS)

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

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

CONFLICT OF INTEREST

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____ **Date** _____

Name of Person Signing (typed or printed) _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/State: _____



BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: _____

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (Position)

--OR--

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

Signature

Date

Title (Position)

