



# ***ALBUQUERQUE PUBLIC SCHOOLS***

**Invitation to Bid: 17-026DW-KN  
AUTOMATIC FIRE SUPPRESSANT SYSTEMS**

**BID DUE TIME AND DATE:** October 6, 2016 @ 11:00 AM (LOCAL TIME)  
**PURCHASING CONTACT:** Daniel Dominguez at 505-878-6119  
**E-MAIL:** Daniel.Dominguez@aps.edu

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

**OFFICIAL CONTACTS ONLY**

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

# Table of Contents

GENERAL INSTRUCTIONS.....	3
TERMS AND CONDITIONS.....	8
TECHNICAL SPECIFICATIONS.....	13
SUPPRESSANT SYSTEM SITE LIST .....	23
PRICING LIST .....	26
SPECIFICATIONS EXCEPTION FORM.....	29
QUALIFIED EMPLOYEE LISTING.....	30
SUBCONTRACTOR LISTING .....	31
<b>CONFLICT OF INTEREST</b> .....	32
<b>DEBARMENT/SUSPENSION STATUS</b> .....	32
CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....	33
RESIDENT VETERANS PREFERENCE CERTIFICATION .....	35
BID SUBMITTAL REQUIREMENTS AND CHECKLIST .....	36

## GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than October 6, 2016 at 11:00 am (local time).
2. To ensure proper identification and handling, clearly indicate the BID number, Bid title, opening date, opening time on the outside of the sealed response envelope:

**PHYSICAL ADDRESS:**

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

**MAIL TO:**

(Allow minimum 5 business days for US mail):

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

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

Action	Responsibility	Date
Issue of Bid	District	9/12/16
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	9/27/16 @ 5:00pm (local time)
Submission of Bid	Bidder	10/6/16 @ 2:00pm (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

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

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

11. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid.
12. No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.
13. APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

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

“APS” shall mean Albuquerque Public Schools.

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

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

“Contractor” shall mean successful supplier.

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

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

“District” shall mean Albuquerque Public Schools.

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

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

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

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

15. Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements.

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

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

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

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

## TERMS AND CONDITIONS

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



- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

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

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

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

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

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

NOTE: Certificate holder shall be: Albuquerque Public Schools.

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

11. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.

12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools.
14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST:** By submitting a bid, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
16. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
25. **PROTEST:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

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

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

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

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

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

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

## TECHNICAL SPECIFICATIONS

1. **Intent:** 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 26-27). **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 26) 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 26) 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 26) 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 27) Quotation shall include **labor and chemical** for each identified system.

**Repair:** (Items 2a and 2b on pricing quotation, page 27) Regular hourly rate and overtime are to be quoted for necessary repair of system components.

**Parts:** (Item 2c on pricing quotation, page 27.) 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.

*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 19.

**New Installation/Replacement Systems:** (Items 3 and 4 on pricing quotation, page 27) 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. Cost Plus 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).*

All equipment and/or items (not labor) furnished under this contract shall be sold to APS at the cost of the invoice total plus a pre-determined, agreed by both parties, *fixed-fee reimbursement* amount which will allow contractor to cover overhead and G&A expenses plus fee/profit costs. Applicable local taxes also apply. For this Fire Suppressant contract, a spend benchmark range of \$0.01 to \$100.00 has been established for contractor to derive such fixed-fee. APS understands that prices of parts/materials may fluctuate, but this fixed-fee reimbursement amount will remain firm for the duration of the contract.

State, in dollars, your fixed-fee reimbursement amount requested for every (increment of) \$100.00 spent in purchases of parts/materials: i.e. \$9.00 (**for purposes of this example only**)

The *fixed-fee reimbursement* amount requested above will be applied to invoices in fixed, incremental, one-hundred dollar ranges. As required, this fixed-fee amount is to be listed on a separate line item of the final invoice to APS. A copy of the original invoice for parts/materials will be required and must be attached to the final contractor's invoice to APS for compliance (see the invoicing section 33, page 20).

**\*The minimum threshold amount set to apply the fixed-fee reimbursement amount is \$50.01. Materials totaling \$50.00 and under will be billed to APS as a “pass-through” charge with no fixed-fee reimbursement amount added.**

For example, a contractor requests a *fixed-fee reimbursement* amount of \$9 for the first, and every subsequent \$100.00 spent on parts/materials. The total cost of an invoice for (parts/materials) purchases made for a particular project is \$362.95. The resulting *fixed-fee reimbursement* amount would be \$36.00 (listed on a separate line item of the final invoice to be submitted to APS), applicable tax (7%) \$27.93; the final invoiced amount to APS = \$426.88

Parts/Materials	\$362.95
<i>Fixed-Fee</i>	\$ 36.00 – (1 <sup>st</sup> \$9 for \$0.01 to \$100; 2 <sup>nd</sup> \$9 for \$100.01 to \$200; etc.)
<u>NMGRT (7%)</u>	<u>\$ 27.93</u>
	\$426.88

- 36. Guarantee:** Contractor shall state on pricing quotation, page 28, his company’s warranty on workmanship for the following:
- a) gas valve misfiring;
  - b) accidental system dumps;
  - c) leaking tanks (within 6 month maintenance time frame)

Contractor shall warranty service calls/repairs for 90 days.

Contractor shall warranty new equipment, materials and installation workmanship furnished and installed by him under this contract to be free from defects and shall agree to replace at his expense, and without expense to APS, any and all defective equipment parts, etc. for 12 months after final acceptance by APS.

- 37. Post-Award Conference:** After bid award, the contractor shall meet with APS Procurement and APS Director of Maintenance and Operations or designee(s), to determine inspection and servicing schedule and clarify procedures, paper-flow, etc.
- 38. Basis of Award:** Award(s) will be based upon best bid pricing for comparable list/product or group of products. Delivery, comprehensiveness, and currency of price list(s), and the best interest of the District respective to walk-in trade may be factors in bid

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

## SUPPRESSANT SYSTEM SITE LIST

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

SITE	ADDRESS	SYSTEM	UPGRADED	DATE
<b>HIGH SCHOOLS</b>				
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
<b>MIDDLE SCHOOLS</b>				
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	
<b>ELEMENTARY SCHOOLS</b>				
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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> NW	HDR 25#, Kidde	PCL-300 PYRO-CHEM	6/16/2006
1	Lew Wallace	513 6 <sup>th</sup> 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 <sup>th</sup> 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 <sup>nd</sup> 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	Onate	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
<b>ELEMENTARY SCHOOLS (CONT.)</b>					
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
<b>SPECIAL USE SITES</b>					
	Central Kitchen	912 Oak St NE			
	Lincoln Lunchroom	912 Oak St NE			
	Central Office	725 University SE	Halon System		

# PRICING LIST

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

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

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

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

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

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

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

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

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

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

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

NOTE: Review the pricing guidelines on page \_\_\_\_, items \_\_\_\_. Contractor agrees to perform the work according to the terms and conditions and the specifications described herein at the prices stated below throughout the time period of this contract.

Item No.	Description	Weighted Value x	Price Quote =	Extended Total
<b>1</b>	<b>MAINTENANCE OF CHEMICAL AGENT AUTOMATIC SUPPRESSANT SYSTEMS</b>			
1a	Six Month Maintenance Inspection	180	\$ per inspection	
1a-1	Replacement of Fusible Link (Labor & Material included) Heat Rating: _____	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	
<b>Item</b>	<b>Description</b>	<b>Weighted</b>	<b>Price</b>	<b>Extended</b>



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

**Tax Rate:** State your business location's tax rate: \_\_\_\_\_

**Overtime Policy:** State your company's overtime policy; i.e. over 40 hours, over 8 hours, etc.

\_\_\_\_\_

\_\_\_\_\_

**Warranty:** State your company's Workmanship Warranty (per item \_\_\_\_ on page \_\_\_\_ ) for:

- 1) Gas valve misfiring: \_\_\_\_\_
- 2) Accidental system dumps: \_\_\_\_\_
- 3) Leaking tanks (w/in 6 month maintenance time frame): \_\_\_\_\_

Firm

Name:

\_\_\_\_\_  
Bid No. 17-026DW-KN

**SPECIFICATIONS EXCEPTION FORM**  
**Automatic Fire Suppressant Systems**

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

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

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

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

## **QUALIFIED EMPLOYEE LISTING**

Submit this listing and copies of credentials with bid document.

Name(s) of employee(s) qualified to inspect systems:

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List training credentials (in sequence with above means):

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## SUBCONTRACTOR LISTING

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

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

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

COMPANY NAME	ADDRESS	NATURE OF THE WORK

Subcontractors must also be registered with the New Mexico Department of Workforce Solutions, current in their dues and in good standing at time of bid opening. Failure to be in good standing at bid opening time will result in automatic disqualification as a subcontractor. APS must be notified of and must approve of any changes (of proposed subcontractors) which may occur during the life of the contract. The general contractor shall be fully responsible for the work of the subcontractors, at any tier, to the full extent of the requirements of the contract.

\_\_\_\_\_  
Signature

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM  
Bid No. 17-026DW-KN  
Automatic Fire Suppressant Systems  
CONFLICT OF INTEREST**

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

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

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



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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



# RESIDENT VETERANS PREFERENCE CERTIFICATION

## BID NO. 17-026DW-KN Automatic Fire Suppressant Systems

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

### Please check one box only

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

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

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

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

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

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

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

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

\*Must be an authorized signatory for the Business.

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

# BID SUBMITTAL REQUIREMENTS AND CHECKLIST

## BID NO. 17-026DW-KN Automatic Fire Suppressant Systems

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

- Copy of insurance certificates (per Terms and Conditions on page 10)
- Copy of current MS#14 license
- Completed Employee Listing (page 30)
- Copies of training credentials (page 30)
- Copy of your company's inspection checklist (per Technical Specifications on page 15)
- Bid Price List (with signature and contact information completed)
- Completed Conflict of Interest and Debarment/Suspension Form
- Campaign Contributions Disclosure Form
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate
- Bid Submittal Requirements and Check List
- Certification of Insurance (if applicable)

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(Signature)

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(Date)