

February 07, 2014

BID NO. 14-045MM-AM – Industrial Fencing Material and
Installation on Demand

DATE: March 06, 2014

TIME: 2:00 p.m.

LOCATION: APS Procurement Off-Site

ADDRESS: 915 Locust, St., SE (Bldg A), Rm 7
Albuquerque, NM 87106

CONTACT: Michael Madrid CPPB, Construction Buyer
michael.madrid@aps.edu (505) 848-8826

SPECIAL INSTRUCTIONS: Complete Bid documents are required. Mail or hands carry your response in a sealed envelope to the Procurement Division address referenced above. Your response must be received prior to the specified date and time. Late bids are not accepted. To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

Information for Bidders

1. **Intent:** The following bidding documents and information, specifications and pricing sheets are provided and intended to solicit competitive bids for fencing services and materials. The materials priced in this Invitation to Bid (ITB) shall be used in two different ways under any resultant contracts that may be issued. The materials pricing may be used to price materials used in a field installation by the successful Offeror or the pricing may be used by APS to purchase items for APS Inventory as we have our own installation crews.

APS reserves the right to make multiple awards under this ITB. Fencing projects done by the successful Offeror under this ITB shall be issued a Price Agreement (PA) that shall be used as a master agreement for terms and conditions and pricing. Actual projects issued to the successful Offeror are authorized through specific purchase orders referencing the PA.

2. **Bidding Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies full understanding of the terms and conditions of this bid. The award of the contract shall be made by a blanket purchase Order issued by APS to the contractor and shall bind the contractor to the terms of the Contract Documents.

- Bid Invitation
- Information for Bidders
- General Information
- General Operating Conditions
- Specifications
- Pricing
- Contractor Registration
- Specifications Exception Form
- Construction Report Form
- Terms and Conditions
- **APPENDIX A-F**

3. **Preparation of Bids:** 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 person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder. To ensure proper identification and handling, clearly indicate the Bid Number and the Opening Date and Time on the outside of the sealed response envelope. Improper identification may result in premature opening of or failure to open bid.

- 4. Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. The owner reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids which are transmitted using facsimile equipment. This may not apply to amendments or addenda which do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding.

Bidder shall execute and include the following documents with his/her bid:

- APPENDIX A-F: Non submittal of all appendix forms shall render your bid non-responsive).
- Provide copies of your NM Contractors Licenses, Department of Workforce Solutions Registration Certificate and if you have one, a copy of you NM in-State Preference Certificate. Or veterans preference if applicable.
- Pricing – All pricing items must be complete in order for the bid to be considered.

BID SUBITTAL DEADLINE: Bids will be received no later than 2:00 p.m. local MST, March 06, 2014. Sealed bids must be delivered to:

Albuquerque Public Schools (APS)
Offsite Procurement Office
Attn: Michael Madrid CPPB, Construction Buyer
Lincoln Complex, Building A, 1st Floor, Room 7
915 Locust Street, SE
Albuquerque, NM 87106
Phone Number (505) 848-8826

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference shall be held in the Lincoln Complex, Building A. First Floor Conference Room, 915 Locust, St., SE, Albuquerque, NM 87106. The Pre-Bid meeting shall be held at 1:00 p.m. February 25, 2014.

- 5. Qualifications of Bidders:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

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Bidders shall also construe this provision to incorporate any necessary investigation and /or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law applying to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

6. **Familiarity With Conditions:** Clarification of bidding procedures for this Contract may be made by contacting Michael Madrid CPPB, Construction Buyer at the APS Offsite Procurement Office, telephone (505) 848-8826; clarification of the technical aspects of this contract may be made by contacting the following personnel at APS Maintenance & Operations, (505) 765-5950:

- Ben Garcia, Structural Maintenance Manager at Ext. No. 215
- John Dufay, Director, Maintenance & Operations @ Ext. No. 228
- Henry A. Aragon, Supervisor – Welding/Fence Department @ Ext No. 246

Or from Facilities, Design & Construction (FD&C)

- Karen Alarid, Executive Facilities Design and Construction or designee, (505) 848-8818.

Bidders must have acquainted themselves with all conditions affecting this contract before submitting a 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 contract documents to obtain first-hand knowledge of all proposed work. Contractors 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, site locations and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and tests and analyses and has made provision as to the cost thereof in his bid.

7. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts to transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

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8. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. **It is the responsibility of the bidder to inquire as to bid results and the status of any subsequent award.**
10. **Cancellation:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and other contractor, grounds for cancellation still exists, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.
11. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Department will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if give, such shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.
12. **Protest:** Any bidder, Offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing within 15 calendar days after the fact or occurrences giving rise thereto.
13. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civic and criminal penalties for its violation. In addition, the New Mexico Criminal statutes imposes felony penalties for illegal bribes, gratuities and kickbacks
14. **Terms and Conditions:** The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the item(s) specified. No contract exists on the part of

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Albuquerque Public Schools until a written PA is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a PA will be considered sufficient notice of acceptance of contract.

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 or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Albuquerque Public Schools (APS) reserves the right to return product which does not meet specifications indicated in bid at bidder's expense. Bidder guarantees the product delivered is standard, new and regular stock.

Failure to examine any specifications and/or instructions will be at bidder's risk.

15. Taxes/ Fees/ Permits: APS holds a Class 9 Nontaxable Transaction Certificate (NTTC) and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. The NTTC does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.

16. Insurance: The Contractor shall, at his own expense, carry and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance listed:

- A. Workers' Compensation Insurance: As required by the Labor Laws and the New Mexico Statutes.
- B. Public Liability Insurance: At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Workers' Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Liability Insurance: The Contractor shall procure and maintain during the life of the contract, an Owner's Protective Liability Insurance Policy written with APS, its officers, agents and employees as named insured with the following limits.

\$1,000,000 Bodily Injury and Property Damage per occurrence
\$1,000,000 Bodily Injury and Property Damage aggregate

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General Liability Insurance shall be provided with the following limits.

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence
\$50,000 Fire Damage (any one fire)
\$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:

\$1,000,000 Bodily Injury and Property Damage combined per occurrence
\$1,000,000 Bodily Injury and Property Damage combined aggregate.

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury and underground coverage if project requires underground operations.

The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits.

\$1,000,000 combined single limit bodily injury or property damage per occurrence. Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

If any policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

17. **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, contest or other promotional./advertising activities with vendors or potential vendors in connection with a procurement action.
18. **Registration:** Pursuant to NMSA 1978 §13-1-105, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) must be registered with the Department of Workforce Solutions, as required by Section

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13-4-13.1 NMSA 1978, as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price. A prime contractor which has included an unregistered subcontractor in its bid may elect to withdraw its bid. If the Bidder fails to notify APS within 4 business days that Bidder has substituted a registered subcontractor for the unregistered subcontractor, Bidder shall be deemed to have withdrawn its bid.

19. Bid Security: Bidder shall provide, with the bid proposal, bid security in the amount of 5% of \$50,000 (\$2,500). Bid Security shall be payable by a certified check, cashier's check, cash, money order or bidder's bond payable without condition to Albuquerque Public Schools, Board of Education, Albuquerque, New Mexico. Bid security will be returned as soon as practical after the opening of bids and the successful bidder has furnished the performance and payment bonds, or if no award has been made within 30 days after the opening of bids, upon demand of the bidder at anytime thereafter, so long as he has not been notified of the acceptance of his bid.

20. Bonding Requirements: The successful bidder, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% for any project which exceeds \$60,000.00 (or satisfactory evidence that such bonds will be furnished within seven days). Bond must be satisfactory to APS, executed by a surety company authorized to do business in this state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

The bonds provided to support any contract issued as a result of this solicitation shall protect Albuquerque Public Schools projects only. Any other entities utilizing said contract(s) under the provision of the Procurement Code Section 13-1-129 will need to require separate bonding.

21. Wage Information: the following information pertains to wage rates, subcontracting and taxation. Please read carefully:

State Wage Rates: It is the contractor's responsibility to acquaint himself/herself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Department of Workforce Solutions will be paid by the contractor for every job performed under this contract for any project which is greater than \$60,000 on an individual basis. Compliance is a part of this bid. The contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts

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accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

In the event it is found by the Department of Workforce Solutions, that any laborer or mechanic employed by the contractor or subcontractor on the site of a project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract, APS may, by written notice to the contractor and his subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and APS may prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

General Operating Conditions

- 1 **Contract Time:** The duration of this contract shall be 52 weeks following award of the contract. At the completion of the 52-week period, this contract is subject to review and may be extended for three additional 52-week periods, subject to the approval of both parties and contingent upon funding. Pricing will remain firm during the life of the contract.
- 2 **Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** perform work requests which are clearly beyond the defined Scope of Work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations may become the personal liability of the individual requesting such work and APS is under no obligation to make payment.
- 3 **Work Orders:** Work performed under this contract is subject to strict APS internal controls. The sing departments reserve the right to visit any job site while work is in progress. APS will not necessarily advise contractor prior to these visits.

When installation services are required, APS will issue to the contractor the Construction Report form (See sample, page 23) or acceptable form with a general description of the work to be performed. The schedule of values section shall then be completed by the contractor, listing a description of the work to be completed, the item number, unit price, estimated quantity, estimated hours for man-hour classification and total estimated costs. Site visits will be conducted as necessary. Contractor shall submit the estimate to APS designee for review.

Based upon APS's calculation, engineers estimate 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.

4 Response Time:

- a) Estimates – Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days.
- b) Routine Requests – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The contractor shall be able to respond to multiple routine requests at any one time.
- c) Emergency Requests – The contractor shall be able to provide service 24 hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.

5 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 Improvements 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 violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.

6 Invoicing and Purchase Order Procedures: Upon award, APS will issue a Blanket Purchase Order (PA) which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed. Small Purchas Order's (SPO's) will not be used.

Itemized invoices, clearly referencing appropriate bid pricing item number, blanket purchase order and work order number, shall be submitted in duplicate to the using department (M&O or Facilities Planning). Copies of the completed delivery tickets, Construction Report Form or appropriate estimate form shall be attached to the invoice to substantiate charges for auditor tracking purposes.

Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records.

Prompt Payments: APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payments charges may be assessed on any unpaid balance over sixty days in arrears at the rate of one and one-half (1.5%) per month. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

Invoices with errors in unit pricing, errors in labor rates etc shall be subject to the same terms, but the start date for calculating late payment charges will be based on the date of the corrections. When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or submittal required by contract.

Technical Specifications

1 General Requirements

1.1 Scope of Work: Industrial fencing, gates, and fittings as specified will be furnished on demand to APS. The primary using departments will be APS Maintenance and Operations (M&O) and Facilities Design and Construction (FD&C).

All products supplies and /or installed under this contract must be made in the United States of America.

Bidder shall maintain at all times or have access to ample stock of the various products to accommodate APS requirements.

1.2 Delivery: Orders place by M&O will generally be warehoused stock and such deliveries will be to M&O warehouse, 919 Locust St. S.E., Albuquerque, NM 87106.

Orders place by FD&C will generally be delivered to the actual APS job site or to the yard at 915 Oak St. SE. Some walk in trade may be anticipated. However, regardless of which department orders materials, the following requirements must be met:

- Delivery tickets must specify: 1) The name of person placing the order, 2) the delivery location, and 3) the full signature (no initials) and employee number of APS personnel receiving materials. Deliveries are to be made to APS sites only.

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- Walk-in trade will not be allowed unless with prior approval of the appropriate APS Director or designee, and shall reference APS Work Order #. Delivery tickets/sales tickets for walk-in trade must specify the same information/ signatures as required above.
- APS requires a signed delivery ticket/Sales ticket before invoicing can be processed. All credits will be issued to APS.
- Orders placed for delivery to school sites shall include arrangements which afford optimal safety of students, staff and real property.
- All pricing will be F.O. B. destination including costs, insurance and freight.

1.3 Post Award Conference: After bid award, the contractor shall meet with APS Procurement and APS Structural Maintenance Manager to outline procedures outlined under item 1.2 and other relevant paper flow etc.

1.4 Scheduling: The contractor shall cooperate with the School Principal or site administrator to avoid interference with the instructional program and to protect site occupants by arranging an acceptable work/ delivery schedule.

1.5 Workmanship: All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work.

1.6 Standards: Brands specified are provided as a reference to the level of quality desired and do not reflect a preference on the part of APS for one brand or another. Unfamiliar product will be evaluated by M&O. Bidder must be prepared to supply sample product and/ or demonstrate construction method.

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

1.8 Clean-up Following Completed Work. All materials, associated debris, and surrounding areas must be cleaned prior to acceptance of performed work.

2 Materials

In addition to individual item specifications, the following shall apply to all products:

2.1 Framework: All Lineposts, terminals, braces, top rails, gateposts and gate frames shall have all surfaces hot dip galvanized. Galvanizing shall

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be 1.8 oz. /sf. Per ASTM A-53 or ASTM a-123 or shall be per ASTM A-525, coating designation G-235. High strength pipe, or schedule 40 pipe are equal alternatives where indicated.

2.2 Lineposts/Terminal Posts/ Top Rails:

- 1-5/8" shall be high strength steel weighing 1.82 lbs./ft. Or 1.660" schedule 40 pipe weighing 2.27 lbs. /ft.
- 1-7/8" shall be high strength pipe weighing 2.28lbs./ ft, or 1.900" schedule 40 pipe weighing 2.72 lbs/ft.
- 2-3/8" shall be high strength pipe weighing 3.12lbs./ ft, or 2.375" schedule 40 pipe weighing 3.65 lbs/ft.
- 2-7/8" shall be high strength pipe weighing 4.64lbs./ ft, or 2.875" schedule 40 pipe weighing 5.79 lbs/ft.
- 4" shall be high strength pipe weighing 6.56lbs./ ft, or 4.000" schedule 40 pipe weighing 9.11 lbs/ft.
- 6-5/8" shall be Sch-40 high strength pipe weighing 18.02 lbs/ft.

2.3 Gates:

Fence Gates: for Industrial type fencing. Shall be of U.S. origin steel meeting Federal Specification #RR-F-191d for chain link fabric, Type I, Grade A; and Federal Specification #RR-F-183 for fence posts, gates and accessories. Materials shall be Jamieson, Anchor, Gibraltar or equal.

3 Gate Fabrication

4 Gate Pricing

5 Rental/ Installation/ Repair:

Pricing

Contractor agrees to supply the product(s) according to the conditions and specifications described herein at the prices stated below throughout the time period of this contract.
Prices do not include gross receipts tax.

NOTE: All items specified shall be made in the USA. Industrial chain link fencing shall meet Federal Specification RR-F-191d for chain link fabric, Type I, Grade A and federal specification RR-F-183 for gates and fittings. Fencing shall be of U.S. Origin Steel, C.F. & I., Jamieson, Anchor, Gibraltar, or equal.

Please specify if you will impose a minimum order (dollars or quantity)

1. **FABRIC:**
 Smooth galvanized, 2 in. mesh, open hearth steel, hot-dip galvanized to comply with federal standards and resulting in a minimum 1.2 oz. of zinc per square foot of wire surface; finish to be knuckle & knuckle or knuckle & twist as indicated. weight may vary slightly between manufacturers.

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
INDICATE ROLL FOOTAGE						
1a)	3 foot wide roll, 9ga., 2.06 #/ft. K/K	_____ 2500 ft		_____ /ft		_____
1b)	4 foot wide roll, 9ga., 2.76 #/ft. K/K	_____ 1500 ft		_____ /ft		_____
1c)	5 foot wide roll, 9ga., 3.36#/ft. K/K	_____ 5000 ft		_____ /ft		_____
1d)	6 foot wide roll, 9ga, 4.15#/ft. K/T	_____ 2250 ft		_____ /ft		_____
1e)	7 foot wide roll, 9ga., 4.91#/ft. K/T	_____ 3750 ft		_____ /ft		_____

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Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
1f)	8 foot wide roll, 9ga., 5.68#/ft. K/T	_____	400 ft	_____	/ft	_____
1g)	10 foot wide roll, 9 ga., 6.91#/ft. K/K	_____	200 ft	_____	/ft	_____
1h)	12 foot wide roll, 9 ga., 8.29#/ft. K/K	_____	200 ft	_____	/ft	_____

 Mfr./Brand & Model No.

V-Mesh fencing shall meet specifications 1-2 for V-mesh lawn fencing. Fabric shall be 2-strand twisted, galvanized wire, 12-1/2 horizontal wire and 14 gauge cross wire, 2 x 4 opening, 165 ft. per roll preferred.

**INDICATE
 ROLL
 LENGTH**

1i)	58" high x stated length	_____	330 ft	_____	/ft	_____
1j)	72" high x stated length	_____	330 ft	_____	/ft	_____

 Mfr / Brand & Model No.

Tennis court fencing shall be 11 gauge K/K fabric. 1-3/4" diamond mesh, 1.2 oz. zinc per square foot.

**INDICATE
 ROLL
 LENGTH**

1k)	10' high x stated length	_____	800 ft	_____	/ft	_____
1l)	12' high x stated length	_____	400 ft	_____	/ft	_____

 Mfr. & Brand & Model No.

Section No. 1 Total

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Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
No. 2. PIPE AND TUBE:	Pipe, for line and terminal posts: See page 6, item 2.2 for specifications.					
2a)	1-5/8 in x 21 ft.	_____	12600 ft	_____	/ft	_____
2b)	1-7/8 in. x 21 ft.	_____	4000 ft	_____	/ft	_____
2c)	2-3/8 in. x 21 ft.	_____	1500 ft	_____	/ft	_____
2d)	2-7/8 in. x 21 ft.	_____	2000 ft	_____	/ft	_____
2e)	4-in. x 21 ft.	_____	400 ft	_____	/ft	_____
2f)	6-5/8 in. x 21 ft.	_____	100 ft	_____	/ft	_____
2g)	8-5/8 in. x 21 ft.	_____	100 ft	_____	/ft	_____

_____ Mfr., Brand & Model No.

Section No. 2 Total

No. 3. FITTINGS--Tie Wire:

Shall be pressed steel, cast iron, or cast aluminum, of good commercial quality in conformance with ASTM F-626. Steel fittings shall be galvanized with 1.2 oz. zinc per sq. ft.

**INDICATE
 ROLL
 POUNDAGE**

3a) TIE WIRE, smooth, galvanized, 9 ga., 17 feet per pound, 100 lb. roll.
 _____ 8500ft _____/ft _____

3b) TIE WIRE, annealed, 16 ga., 96 feet per pound, 5 lb. roll.
 _____ 24000 ft _____/ft _____

_____ Mfr. & Brand & Model No.

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Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
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3c) **TIES**, aluminum, 9 ga., 1-5/8" rail x 6-1/4" long, with hook, Jamieson #14 or equal.

**DEFINE
 YOUR
 PACKAGING**

_____ 300 Pkgs. _____/Pkg _____

 Mfr. & Brand & Model No.

3d) **TIES**, galvanized, 12 ga., 1-5/8" rail x 6-1/4" long, Hill #3, or equal.

**DEFINE
 YOUR
 PACKAGING**

_____ 150 Pkgs. _____ Pkg./ _____

 Mfr. & Brand & Model No.

Section No. 3 Total

4. **TENSION BARS**--galvanized steel, flat, standard weight, 3/16" x 3/4".

4a) 36" length 100 ea. _____/ea _____

4b) 48" length 100 ea. _____/ea _____

4c) 60" length 350 ea. _____/ea _____

4d) 72" length 150 ea. _____/ea _____

4e) 84" length 120 ea. _____/ea _____

4f) 120" length 200 ea. _____/ea _____

4g) 144" length 30 ea. _____/ea _____

 Mfr. & Brand & Model No

Section No. 4 Total

BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
5.	TENSION BANDS-- Single, less bolts, 14iga x 7/8" steel, medium weight. Merchant Metal #STB2, or equal.					
5a)	1-3/8" O.D. Post	100 ea.		_____ /ea.		_____
5b)	1-5/8" O.D. Post	300 ea.		_____ /ea.		_____
5c)	1-7/8" O.D. Post	125 ea.		_____ /ea.		_____
5d)	2-3/8" O.D. Post	300 ea.		_____ /ea.		_____
5e)	2-7/8" O.D. Post	1050 ea.		_____ /ea.		_____
5f)	4" O.D. Post	100 ea.		_____ /ea.		_____
5g)	6-5/8" O.D. Post	25 ea.		_____ /ea.		_____
5h)	8-5/8" O.D. Post	20 ea.		_____ /ea.		_____

Mfr. & Brand & Model No.

Section No. 5 Total

6.	BRACE BANDS: Single, less bolts, medium weight 12 ga. x 7/8" steel:					
6a)	1-3/8" O.D. Post	25 ea.		_____ /ea.		_____
6b)	1-5/8" O.D. Post 12 ga. x 3/4" steel	100 ea.		_____ /ea.		_____
6c)	1-7/8" O.D. Post	300 ea.		_____ /ea.		_____
6d)	2-3/8" O.D. Post	100 ea.		_____ /ea.		_____
6e)	2-7/8" O.D. Post	750 ea.		_____ /ea.		_____
6f)	4" O.D. Post	50 ea.		_____ /ea.		_____
6g)	6-5/8" O.D. Post	15 ea.		_____ /ea.		_____
6h)	8-5/8" O.D. Post	10 ea.		_____ /ea.		_____

Mfr. Brand & Model No.

Section No. 6 Total

BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
7.	EYE TOPS: Malleable or Pressed Steel:					
7a)	1-5/8" x 1-3/8"	100 ea.		_____ /ea.		_____
7b)	1-7/8" x 1-3/8"	100 ea.		_____ /ea.		_____
7c)	1-7/8" x 1-5/8"	1000 ea.		_____ /ea.		_____
7d)	2-3/8" x 1-5/8"	200 ea.		_____ /ea.		_____
7e)	2-7/8" x 1-5/8"	25 ea.		_____ /ea.		_____

_____ Mfr. Brand & Model No.

Section No. 7 Total

8. FENCE SLATS: Colored plastic, tubular, 1-1/8" wide, .03" thick. Packaged in 10-foot sections.

Provide standard color palette.

8a)	Colored fence slats 3'	100 ea.		_____ /10 ft.		_____
	Colored fence slats 4'	100 ea.		_____ /10 ft.		_____
	Colored fence slats 5'	100 ea.		_____ /10 ft.		_____
	Colored fence slats 6'	100 ea.		_____ /10 ft.		_____
	Colored fence slats 7'	100 ea.		_____ /10 ft.		_____
	Colored fence slats 8'	100 ea.		_____ /10 ft.		_____
	Colored fence slats 10'	100 ea.		_____ /10 ft.		_____
	Colored fence slats 12'	100 ea.		_____ /10 ft.		_____

_____ Mfr. Brand & Model No.

8. BALL CAPS

8a)	1-3/8" plain aluminum	25 ea.		_____ /ea.		_____
8b)	1-5/8" plain aluminum	25 ea.		_____ /ea.		_____

BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

8c)	1-7/8" plain aluminum	25 ea.	_____ /ea.	_____
<hr/>				
Mfr. Brand & Model No.				
8d)	2-3/8" press steel	25 ea.	_____ /ea.	_____
8e)	2-7/8" press steel	350 ea.	_____ /ea.	_____
8f)	4" press steel	25 ea.	_____ /ea.	_____
8g)	6-5/8" press steel	10 ea.	_____ /ea.	_____

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
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8h)	B-5/8" press steel	10 ea.		_____ /ea.		_____
<hr/>						
Mfr. Brand & Model No.						

Section No. 8 Total

9. RAIL ENDS

9a)	1-3/8" aluminum	50 ea.		_____ /ea.		_____
9b)	1-5/8" press steel; Gibraltar #SRED-2, or equal.	500 ea.		_____ /ea.		_____
9c)	1-5/8" press steel 2 hole.	50 ea.		_____ /ea.		_____

Mfr. Brand & Model No.

Section No. 9 Total

10. LINE RAIL SLEEVES--Tube type, 7" long, steel, 75., 100/ pkg. Jamieson #TS-2 or equal:

10a)	1-3/8"	25 ea.		_____ /ea.		_____
10b)	1-5/8" O.D.	500 ea.		_____ /ea.		_____

Mfr. Brand & Model No.

Section No. 10 Total

BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
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11. BARB BASE/ARMS

11a) BARB ARM BASE: Universal, semi-steel, Jr. H-post, 1-5/8" rail, 173#, Jamieson #SLC-JR or equal.

	25 ea.	_____	/ea.	_____
BARB ARMS:	Universal, 3-wire, 16 gauge, pressed steel, Jamieson #BA-16 or equal:			

11b) 1-5/8" x 1-5/8"	25 ea.	_____	/ea.	_____
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11c) 1-7/8" x 1-5/8"	500 ea.	_____	/ea.	_____
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11d) 2-3/8" x 1-5/8"	200 ea.	_____	/ea.	_____
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11e) 2-3/8" x 1-5/8" V Arm	200 ea.	_____	/ea.	_____
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Mfr. Brand & Model No.

Section No. 11 Total

12. CORNER ARM

12a) 2-3/8"	25 ea.	_____	/ea.	_____
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12b) 2-7/8"	25 ea.	_____	/ea.	_____
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12c) 4"	25 ea.	_____	/ea.	_____
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Mfr. Brand & Model No.

Section No. 12 Total

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
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13. TRUSS ROD: with threads and nuts, 3/8" round, steel galvanized offset to lock into brace rail end without

BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

bending, Gibraltar #TRA or equal.

13a) 10' 6" long 50 ea. _____/ea. _____

13b) 12' long 100 ea. _____/ea. _____

Mfr. Brand & Model No.

Section No. 13 Total

14. TRUSS TIGHTENERS: 3/8" x 1" industrial. steel with holes for 3/8" truss rods, 70 lbs., #ITT or equal.

100 ea. _____/ea. _____

Mfr. Brand & Model No.

Section No. 14 Total

15. HOG RINGS: 9 ga. galvanized wire Hill #2 or equal.

INDICATE
 YOUR PER
 CARTON QTY

_____20 crtns. _____/crt. _____

Mfr. Brand & Model No.

15a) 8" Hog ring pliers 20 ea. _____/ea _____

Section No. 15 Total

BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
DOUBLE GATES:						
17i)	3' height	20 lf.		/lf		
17j)	4' height	270 lf		/lf		
17k)	5' height	600 lf		/lf		
17l)	6' height	400 lf		/lf		
17m)	7' height	200 lf		/lf		
ROLL GATES:						
17n)	8' height	30 lf		/lf		
17o)	10' height	30 lf		/lf		
17p)	12' height	30 lf		/lf		
A-Arm DOUBLE GATES:						
17r)	4' height	80 lf		/lf		

Mfr. Brand & Model No.

Section No. 17 Total

BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

Item No.	Description	Estimated Quantity	x	Unit Price =	Total
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18. GATE HARDWARE

18a) GATE LOCKING ASSEMBLY:

1 7/8". Assembly consists of: One, 1-3/8" x 6' drop rod with fork installed, Three guides with bolts, one locking device, one pipe cap. 8 gauge x 1 1/2" all steel, Gibraltar #ILA-2 or equal.

200	_____	/per	_____
assemblies		assembly	

18b) DROP ROD: pipe only, 1-3/8" O.D. x .072 wall, 6' long, 8 gauge x 1-1/2" steel, Jamieson or equal.

100 ea.	_____	/ea	_____
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Mfr. Brand & Model No.

18c) DROP ROD GUIDES, ONLY: 1 7/8" O.D. frame, 8 gauge x 1 5/8" steel, Jamieson #LG-12 or equal.

75 ea.	_____	/ea	_____
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Mfr. Brand & Model No.

FORK LATCH: for single walk-in gate, 1 7/8" frame Universal fork or 8 ga. X 1" steel with bolts, Jamieson #HFL-25 or equal.

18d) 1 7/8" O.D.	10 ea.	_____	/ea	_____
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18e) 2 3/8" O.D.	10 ea.	_____	/ea	_____
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18f) 2 7/8"	10 ea.	_____	/ea	_____
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18g) 4" O.D.	10 ea.	_____	/ea	_____
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Mfr. Brand & Model No.

18h) CENTER GATE STOP: field type for double drive gate 12 ga. steel with rounded edges and deep slot, Jamieson or equal.

50 ea.	_____	/ea	_____
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BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

		Mfr. Brand & Model No.		
Item No.	Description	Estimated Quantity	x Unit Price	= Total
POST HINGE SET: with bolts, female side for 1 7/8" O.D. frame for single walk-in gate, 8 ga. x 1" steel, top and bottom sets, Jamieson #HH-2 (female) with #HPH-5 (male) w/nuts and bolts or equal:				
18i)	2" O.D.	10 sets	_____ /sets	_____
18j)	2 3/8"	20 sets	_____ /sets	_____
18k)	2 7/8"	30 sets	_____ /sets	_____

		Mfr. Brand & Model No.		
18l)	Brackets, commercial grade, 1-7/8" or 2-7/8"	100 ea.	_____ /ea	_____
18m)	Track wheels, 6" or 8" commercial grade	75 ea.	_____ /ea	_____
18n)	Ground wheels, 6" or 8" with brackets. All commercial grade.	30 ea.	_____ /ea	_____

		Mfr. Brand & Model No.		
GATE HINGE: with 180 degrees, heavy duty, size, for double driveway gates, top and bottom in pairs, 4#, Jamieson #180-53 or equal.				
18o)	2 3/8" O.D.	10 pr	_____ /pr	_____
18p)	2 7/8" O.D.	100 pr	_____ /pr	_____
18q)	4" O.D.	10 pr	_____ /pr	_____
18r)	6 5/8" O.D.	10 pr	_____ /pr	_____
18s)	8 5/8" O.D.	10 pr	_____ /pr	_____

Mfr. Brand & Model No.

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
18t)	GATE HOLDBACK:	1 7/8" O.D. frame, universal type that bolts to pipe, pressed steel, pin inside loop, Jamieson #UGH or equal.				
		10 ea.		_____ /ea		_____
Mfr. Brand & Model No.						
Section No. 18 Total						

19. SPECIALTY ITEMS

TEE POSTS--studied steel with reflector tip and anchor plates, 1.33#/ft., Jamieson, Sheffield or equal:

19a)	6' 6" long with 7 clamps	10 ea.		_____ /ea		_____
19b)	8' long with 9 clamps	10 ea.		_____ /ea		_____
Mfr. Brand & Model No.						
19c)	10" Bullnose fence pliers	20 ea.		_____ /ea		_____
19d)	Fast setting concrete, 5 gallon bucket To be "Quik-rok" or equal	25 ea.		_____ /ea		_____
Mfr. Brand & Model No.						
19e)	Pull Jack	10 ea.		_____ /ea		_____
Mfr. Brand & Model No.						
Total Section No. 19						

BID No. 14-045MM-AM
 Industrial Fencing Material and Installation On Demand

Item No.	Description	Estimated Quantity	x	Unit Price	=	Total
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RENTAL:

Temporary fence panels are to be chainlink wire with top and bottom rails in 13- or 14-foot sections. No barbed wire is to be used in temporary fence construction. Installation shall be done by driving a post into the ground between the panels and securing panels to the post (except where specified that panels will serve as gates).

20a)	6' high panel	400 lf.		_____ /Mon.		_____
20b)	7' high panel	800 lf		_____ /Mon.		_____
20c)	Installation/removal from gravel surfaces	1200 lf.		_____		_____
20d)	Installation/removal from asphalt/concrete surfaces	1200 lf.		_____		_____

 Mfr. Brand & Model No.

Section No. 20 Total

INSTALLATION/REPAIR: Does your installation/repair service include site preparation, pouring of concrete reinforced posts bases, and other incidentals? If not, define your company's limitations.

Bid a price per hour, fully burdened regarding all overhead, insurances and payroll taxes, for labor. Do not include New Mexico gross receipts tax in the labor price.

Bidder's hourly rate: \$ _____ for 1 foreman x 900 = \$ _____
 \$ _____ for 1 crew member x 300 = \$ _____

Estimated Quantity	x	Unit Price	=	Total
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BID No. 14-045MM-AM
Industrial Fencing Material and Installation On Demand

Concrete Coring 1000 ea \$ _____ ea \$_____

METHOD OF AWARD: APS intends to make a multiple awards to ensure adequate service capability and supply of material to meet the District's requirements. The unit prices time the estimated quantity will be extended and added to arrive to an over-all total bid price. If all items are not bid, APS may award by extended total price per category or item, offer specific item(s) to the next low bidder or make no award.

\$ _____
GRAND TOTAL – SECTIONS 1 THROUGH
20 INCLUDING CORING AND INSTALLATION
HOURLY RATES FOR AWARD PURPOSES

PRICING FOR NON CONTRACT ITEMS:

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**. Contractor/Successful Bidder shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant BPO. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts & materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administrative fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost. Any single Fixed Fee expressed greater than 20% in the table below shall render the Contractors Bid to be considered non responsive to the ITB.

Dollar Amount Estimated On Subcontractor Costs	Fixed Fee (Express as a Percent to be converted to a Dollar Amount on the estimate for a project)
1) \$1 to \$5,000	_____
2) \$5,001 to \$10,000	_____
3) \$10,001 to \$25,000	_____
4) \$25,001 to \$50,000	_____
5) \$50,001 to \$75,000	_____
6) \$75,001 to \$100,000	_____
7) \$100,001 to \$125,000	_____
8) \$125,001 to \$150,000	_____
9) Over \$150,000	_____

Average Fixed Fee for Subcontracts (divided by 9) _____

PRICING OF NON-CONTRACT ITEMS:

Although the specifications listed are expected to be representative of actual needs, APS may wish to order from time to time various additional items within the general scope of the contract which cannot be anticipated or for which usage is specialized, needed for repair of old parts and the like. Bidder will quote in the space following an overall discount or outline a pricing structure which will apply to such miscellaneous items and supplies necessary for installation. Equipment rental should be covered here and if necessary, APS will observe a separate pricing structure for this. Documentation will be required at the time of invoicing. APS may or may not accept non-contract pricing and reserves the right to offer specific items to the next low bidder or make no award.

Equipment rental: (if different than above) _____

SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Estimated Date</u>
1.	Issue BID	February 07, 2014
2.	Publish BID	February 09, 2014
3.	Mandatory Pre-Bid - A mandatory pre-bid meeting has been scheduled for February 25, 2014, @ 1:00 p.m., Lincoln Complex, Building A, First Floor Conference Room.	February 25, 2014 @ 1:00 p.m.
3.	Deadline To Submit Additional Questions	February 26,2014 @ 3:00 p.m.
4.	Response to Written Questions/RFP Amendments (Addendum will be posted on the Procurement Website http://www.aps.edu/procurement)	February 27, 2014
5.	Submission of Response/Bid	March 06, 2014 @ 2:00 pm

ADDENDUM: It shall be the contractor/bidder's responsibility to secure any addendum from the Procurement website <http://www.aps.edu/procurement> and provide acknowledgement with their response to this solicitation. The sequence of events listed above references the date when the addendum will be made available.

APPENDIX A

ALBUQUERQUE PUBLIC SCHOOLS BOARD OF EDUCATION TERMS AND CONDITIONS

Preparation of Bids

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, APS cannot accept bids which are transmitted using facsimile equipment.

Albuquerque Public Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with same. Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

General

Brand Names: It is intended that bid specifications admit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of APS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by APS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

Qualifications of Bidders: APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to

BID No. 14-045MM-AM
Industrial Fencing Material and Installation On Demand

reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

Award

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the State Purchasing Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

Packing, Shipping and Invoicing

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. destination.

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The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

Patent Indemnity

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleges infringement.

Warranties

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Inspection

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

Assignment

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

Non-discrimination

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

Changes

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

Kickback Statement

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

Termination

APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, at anytime, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the

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convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and his sub-suppliers at any tier.

Contingency

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Other Applicable Laws

Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Non-Collusion

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 _____ Resident Certification No: _____
(If Applicable)
Name of Firm: _____ Federal ID No.: _____
Address _____ Fax No: _____
_____ Wats Line (If available) _____
Area Code and Telephone No. _____ E-mail Address _____

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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,

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collect or expend contributions on that official's behalf for the purpose of electing the official to federal, 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.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

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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)

APPENDIX C

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January ending December 31 is less than \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$ 1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. 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 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. 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 Veteran 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 as 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 this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

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(Signature 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 =award of the procurement involved if the statements are proven to be incorrect.

APPENDIX D

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after March 06, 2014: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
 - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than March 06, 2014; if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than March 06, 2014: if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
 - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than March 06, 2014; if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenwemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000,

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\$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX E

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced 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 Procurement 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**

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information contained in this document is true and accurate to the best of their knowledge.

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX F

OFFEROR INFORMATION/SIGNATURE PAGE

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

ALTERNATE CONTACT _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ALTERNATE SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE