



INVITATION TO BID (ITB)

Indoor Bleacher Inspection, Repair and Replacement

BID Number: 26-050DNS

Issue Date: 05/15/2026

NIGP Commodity Code: 42004

Bid Schedule (All times are local Albuquerque, New Mexico time)

Bids must be received by the Due Date and Time. No late bids will be accepted. The only acceptable evidence of receipt is the official date/time stamp from Bidnet Direct.

Milestone	Date	Time
Bid Issue Date	05/15/2026	—
Non-Mandatory Pre-Bid Meeting	N/A	TIME
Pre-Bid Meeting Location	N/A	
Deadline For Questions	05/26/2026	5:00 PM
Bid Due Date	06/16/2026	3:00 PM

Timeline Disclaimer: Albuquerque Public Schools reserves the right to amend, modify, or cancel this RFP, including any dates and times listed above. All changes will be issued by formal written addendum through Bidnet Direct.

Buyer Contact Information (Sole Point of Contact)

Name: Dionne Nicole Sanchez

Email: Sanchez_di@aps.edu

Phone: (505)878-6116

All inquiries or requests for clarification must be submitted in writing to the Buyer. Offerors may contact ONLY the Buyer regarding this Bid. Any other communication with APS staff or representatives is unofficial and non-binding.

BID Submittal Instructions

Bids must be submitted electronically through APS's bidding system, Bidnet Direct, by the required date and time.

Portal: <https://www.bidnetdirect.com/new-mexico/albuquerquepublicschools>

Technical support may not be available on the due date or immediately prior to the deadline. Internet access, browsers, and operating systems are not supported by APS or its agents. Offerors are strongly encouraged to prepare and submit proposals several days in advance.

Bid Term

Albuquerque Public Schools reserves the right to enter into, a not to exceed, four (4) year indefinite quantity contract, with the awarded Bidder.

This BID and cover page are issued by Albuquerque Public Schools and are governed by all applicable federal, state, and local procurement laws, regulations, and APS policies.

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

BIDDER ACKNOWLEDGEMENT: By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed at the price indicated, and (4) acknowledges receipt of any and all addendum to this bid.

Signature of Authorized Representative: _____

Type or print

Name of above: _____ Address 1: _____

Name of Firm: _____ Address 2: _____

Telephone No.: _____ E-Mail: _____

Resident/Veterans Preference Certification No. (If applicable): _____

Contact information for Sales Department:

Contact information for POs/Invoicing/Etc.:

Name of Contact: _____ Name of Contact: _____

Telephone No.: _____ Telephone No.: _____

Email Address: _____ Email Address: _____

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

The Albuquerque Public Schools Board of Education has shifted how it governs, prioritizing its work to focus on student outcomes. This Student Outcomes Focused Governance framework centers on the vision and values expressed by the APS community to support what we want our students to know and be able to do.

Reference the attached link regarding APS Goals and Guardrails:

<https://www.aps.edu/about-us/board/board-work/goals-and-guardrails>

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

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

SUBMITTALS:

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

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



<https://www.bidnetdirect.com/new-mexico/albuquerquepublicschools>

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

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

INSTRUCTIONS FOR ALL BIDDERS

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

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

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

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

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

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

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

20. **BID CANCELLATION OR REJECTION:** This bid may be canceled or may be rejected in whole or in part when it is in the best interest of APS. Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS.
21. **NON-RESPONSIVE:** APS reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Invitation to Bid.
22. **AWARD:** In accordance with NMSA 1978, §13-1-108, the bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. APS reserves the right to the sole judge to determine “meets or exceeds”.
- NEW MEXICO PREFERENCES:** Offers may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.
- MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. APS reserves the right to award by item, group of items, or total bids.
23. **AFTER AWARD:** APS reserves the right to increase or decrease the quantity of any item called for, add additional related items as APS deems necessary, or to eliminate any item entirely.
24. **PURCHASE AFTER AWARD:** Any resulting purchases under the bid will be made by APS purchase order or procurement card. Quotes provided to APS personnel will be quoted per the awarded APS Price Agreement and will reference the APS Price Agreement number so verification of pricing can be made.
25. **CONFIDENTIAL INFORMATION:** The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements. Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. **DEFINITIONS:** This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.
- “**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.
- “**Contractor**” shall mean the successful bidder.
- “**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision
- “**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.
- “**Invitation to Bid**” or “**Bid**” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.
- “**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.
- “**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a bid.

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

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

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

TERMS & CONDITIONS

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

B. Termination by APS

i. For Cause

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

ii. For Convenience

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

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

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

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

Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

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

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

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

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

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

1. REMEDIES

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

4. DAVIS-BACON ACT

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

5. COPELAND ANTI-KICKBACK ACT

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring

the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) Withholding/or unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

a) Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal

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

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

b) Federal Water Pollution Control Act

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a) The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- d) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor

- e) Acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS SEAL, LOGO, AND FLAGS

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

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

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

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

PROTEST

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

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

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

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

The determination shall:

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

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

SPECIFICATIONS

Indoor Bleacher Inspection, Repair and Replacement Invitation to Bid (ITB)- Specifications

Intent:

Albuquerque Public Schools (APS) invites qualified vendors to submit bids for an indefinite quantity contract to provide **Indoor Bleacher Inspection, Repair and Replacement** at various APS school sites, as needed.

1. **SCOPE OF WORK:** This is an indefinite quantity contract to inspect, repair and/or replace bleachers at various APS sites. Contract will consist of:

Inspection

- Completion of APS Yearly Bleacher Inspections and Reports – See Attachment A
- On-call inspections with inspections report(s)
- Inspection reports to include quotes for any recommended repairs and/or replacement.
- Inspect bleacher structure for signs of wear to maintain structural and electrical integrity
- All bleacher components including mechanical and electrical devices, telescoping systems, end rails, undercarriage, motors, and chains, etc. shall be checked for proper operation during the inspection
- Identify wear on structural and electrical components, fasteners, welds, and damaged components
- Ensure all wall and floor attachments are secure

NOTE: ***There are no preventative maintenance preformed in conjunction with the inspections; they are inspections only.***

Repair and Replacement

- Refurbishment or replacement of existing bleachers, when repair versus replace decisions necessitate, under authorization of APS.
- Repair services when needed; to include electrical
- Replace missing wheels, axles, and pin assemblies, lubricate wheels
- Tighten all bolts, nuts, and hardware in the under-structure
- Tighten seat, face boards, and footboards, and replace them with original hardware where needed
- Tighten, repair and replace seating as needed
- Lubricate upper and lower glide assemblies
- Disposing of existing seating and installing new, compliant systems as-needed
- Adheres to regulatory standards, compliance and ADA requirements, local building codes, and safety standards.
- Bonding and Licensing requirements
- It should be noted new construction site installations are not covered by this contract. They will generally be installed through new construction sites 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. All bleachers have been motorized. Bidders should assume all equipment is in satisfactory operating condition when preparing bid prices.

Current conditions: APS bleachers have been inspected/repaired on a regular basis. See Attachment A for the list of existing bleachers by manufacturer and Attachment B for the list of existing bleachers by site.

2. **BID PRICE FORM:** Pricing for Indoor Bleacher Inspection, Repair and Replacement is a three-part pricing structure. For Parts 1 and 2 pricing structure, see page 28 and 29 Labor for Inspections, Repair and Installation; Part 3 pricing structure, see Attachment A (Excel Spreadsheet) Inspection Cost. Vendor is encouraged to submit a price for the entire gym. All Price Form(s) with Pricing must be submitted with the proposal per the instructions in the Bid.
3. **PRICING GUIDELINES:** Prices quoted for all bid items are firm for the life of the contract (including any renewals) regardless of site location within the school district.
4. **ANNUAL INSPECTIONS:** Price shall include detailed accounting of contractor's labor charges. Should APS require the contractor to inspect bleachers outside of the approved inspection schedule, contractor shall bill APS at the quoted inspection rate for that site. Contractor shall complete each cluster's inspection report and submit a separate, detailed quote for any recommended repairs within 30 days of receipt of work order.
5. **WORK ORDERS:** Price shall include **detailed** accounting of contractor's cost, including labor and hourly rate, **detailed** cost for all parts, recommended equipment and materials necessary to perform repair work. **Lump sum estimates will not be accepted.**
6. **REPAIR:** Items on pricing quotation for structural elements (frames, braces, understructure), seating, decking, foot planks, riser boards, fasteners (bolts, nuts, clips) safety components (guardrails, hand rails, endcaps), telescopic motor system components, gear boxes, friction rollers and operational components alike. Regular hourly rate and overtime rate are to be quoted for necessary repair or replacement of system components, as approved by APS. Quoted costs must be detailed.

Repair Checklist must contain the following:

- Visual inspection of bleachers to identify safety concerns. Take pictures of all areas of concern throughout inspection
 - All bleacher components including mechanical and electrical devices, end rails, under carriage, motors and chains, etc. shall be checked for proper operation during inspection. Bleachers shall be fully opened in order to perform the task and identify by model # or name of all mechanical components.
 - Checking nuts and bolts, wheels and axels, inspecting welds and wiring, checking all mounts, chain tension and motor mounts
 - Check all vertical and horizontal bracing, posts risers, seats, etc.
 - Check and repair all motors, bearings, chains and lubricate
 - Seats, seat boards, riser boards, skirt boards. Surfaces should be inspected for splintering wood and sharp edges.
7. **REPLACEMENT:** Final replacement decisions will be solely the responsibility of APS Director of Maintenance & Operations, or designee. Contactor shall not proceed without proper authorization. Replacement includes all labor, transportation, materials, equipment, and services necessary. Installation must comply with ADA accessibility standards. Includes disposing of existing seating and installing new, compliant systems.

8. **PARTS:** Miscellaneous repair parts will be provided at contractor's cost, plus quoted percentage overhead factor. Every invoice for parts must include documentation clearly indicating contractors' actual cost plus quoted overhead percentage. Contractor must include any documentation required to substantiate the charges of items.
9. **PROMPT RESPONSE:** Routine inspections will be in accordance with the established APS schedule, including any authorized repairs. Additional non-emergency calls shall be responded to as soon as possible-but always within the same 24-hour period. All emergency calls will require immediate response 24 hours a day, 7 days a week, requiring emergency response within 4 hours.
10. **LICENSING AND WORKMANSHIP:** Contractor(s) shall be properly licensed by the New Mexico Construction Industries Division and all work of this contract shall be performed by workers skilled in the required trades.
11. **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.
12. **STANDARDS:** All work and materials shall comply with the latest recommendations and standards as set forth in the latest edition(s) of pertinent City, Municipal, County and State codes and ordinances.
13. **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, furnishings and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of APS.
14. **PROTECTION OF THE WORK:** The contractor is responsible for the protection and securing of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.
15. **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.
16. **ESTIMATES:** APS will not pay for installation/repair estimates. Contractor shall include those costs in the price of the contract
17. **INSPECTIONS AND REPAIRS:** All inspections and all repair work will be inspected by APS designee with or without prior notification to the contractor. All new installation or replacement work shall be inspected in accordance with the city/state codes before inspection by APS personnel.
18. **WARRANTY:** Contractor shall warranty service calls/repairs for 90-day. 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 own expense and without expense to APS, any and all defective equipment, parts etc., for 12 months after final acceptance by APS.
19. **POST AWARD CONFERENCES:** After bid award, the contractor shall meet with APS Director of Maintenance & Operations or designee(s), and APS Procurement, to determine inspection and servicing schedule and clarify procedures, paper-flow etc.

MATERIALS

1. **EQUIPMENT, MATERIALS AND PARTS:** Contractor shall maintain at all times (or have access to) an ample stock of motors, wheels, cables, lumber, framing and the various parts necessary to complete specified inspections/repairs within the required time frame(s). All replacements shall be of equal or greater quality as compared to the original. Manufacturer's data for supplies items shall be submitted to APS Director of Maintenance & Operations, or designee.
2. **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.
3. **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 so procured shall not be marked up by the contractor in any manner. APS at any time may enter in to an equipment/materials/parts only contract for warehouse stock. In this event, such contract awarded shall not affect to be in breach of contract with this document.
4. **REPAIR OR REPLACE DECISIONS:** All routine repairs necessary to maintain bleachers in proper working order must be preauthorized by APS Director of Maintenance & Operations, or designee. Should contractor notice equipment obsolescence, continued costly repair situations and/or relocation needs, he shall inform the Director of Maintenance & Operations, or designee.

EXECUTION

1. **SITES:** All bleachers shall be on the yearly inspection schedule. In addition to these cycled inspections, APS may need inspections on an on-call basis for upcoming tournaments, community events, etc. On-call inspections shall be performed as and billed at the quoted rate for yearly inspections.
2. **LOCATION LIST:** Should site locations and/or equipment data be incorrectly listed, contractor shall notify the APS Procurement Officer for contract amendments. Should sites be added/deleted during the life of the contract APS shall notify the contractor in writing. See Attachment B for APS site locations.
3. **INSPECTIONS AND REPORTS:** Inspections gives maximum assurance the bleachers will safely operate as intended. Inspections must include a thorough examination. At a minimum all bleacher components including mechanical and electrical devices, end rails, undercarriage, motors, and chains, etc. shall be checked for proper operation during the inspection. Bleachers shall be fully opened in order to perform the task. The inspection should include, but is not limited to checking nuts and bolts, wheels and axles, inspecting welds and wiring, checking wall mounts, chain tension and motor mounts. Surfaces shall be inspected for splintering (wood) and sharp edges (metal and plastic).

Inspection reports are to be detailed and specific. If applicable, a quote is to accompany the inspection report. The quote should itemize any necessary or recommended repairs or replacement of system components.

NOTE: Contractor shall submit a copy of their inspection checklists with the bid submittal.

4. **REPAIRS:** If repairs are needed, pricing shall be quoted for parts at cost plus overhead percent per bid contract, plus quoted hourly rate. In the event any location requires complete motorization, the Contractor and APS shall negotiate a mutually agreeable price.

BID PRICE FORM

3 Part Pricing Structure

Parts 1 and 2:

See Page 28 and 29

Part 3

See ATTACHMENT A

(Excel Sheet)

**Bleacher List by Manufacturer
for Inspection Cost**

Bid 26-050DNS
Indoor Bleacher Inspection, Repair and Replacement
BID PRICING

PART 1
LABOR FOR INSPECTIONS, REPAIRS, INSTALLATIONS
(Submit with your Bid)

NOTE: Contractor agrees to perform the work according to the terms and conditions and specifications described herein at the price stated below through the time period of this contract.

ITEM NO.	DESCRIPTION	WEIGHTED VALUE	X	PRICE QUOTE	=	EXTENDED TOTAL *
1.	YEARLY INSPECTIONS:	<i>Per Bleacher List *</i>				\$ _____
	<i>* Enter Extended Total(s) from Attachment A, Bleacher List by Manufacturer & Inspection Cost</i>					
2.	REPAIR / REPLACEMENT:					
2a.	Per Regular Hourly Rate (Foreman)					
	Per site/job:	8 Hours		\$ _____ Hour		\$ _____
2b.	Per Regular Hourly Rate (Laborer)					
	Per site/job:	8 Hours		\$ _____ Hour		\$ _____
GRAND TOTAL FOR ITEMS 2a- 2b:						\$ _____
3.	ADDITIONAL PRICING:					
3a.	Overtime Hourly Rate (Foreman):	5 Hours		\$ _____ Hour		\$ _____
3b.	Overtime Hourly Rate (Laborer):	5 Hours		\$ _____ Hour		\$ _____
3c.	Parts: Cost Plus Overhead:	% _____				
4.	Overtime Policy: State your company's overtime policy, i.e. over 40 hours, over 8 hours etc.:					

Bid 26-050DNS
INDOOR BLEACHER REPLACEMENT, AS NEEDED
BID PRICING

PART 2
Replacement Parts As-Needed

(Submit with your Bid)

NOTE: This Discount from List Percentage applies to all replacement bleachers, whether in part or all, at an APS site on an as-needed basis. Quotes per project will be required, reflecting list price, percentage discount and discounted price.

<u>Manufacturer</u>	<u>Discount from Manufacturer List</u>
	%
	%
	%
	%
	%
	%

Authorized Signature

SPECIFICATIONS EXCEPTION FORM

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

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

I do meet specifications: _____

Signature

Exceptions are as stated: _____

Signature



COMPLIANCE

(REQUIRED LEGAL FORMS)

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

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

CONFLICT OF INTEREST

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Date _____

Name of Person Signing (typed or printed) _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/State: _____

BYRD ANTI-LOBBYING AMENDMENT

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

APPENDIX A, 44C.F.R. PART 118 CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (Position)

--OR--

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

Signature

Date

Title (Position)

**SIGN
WHERE
APPLICABLE**

ATTACHMENT A:

See

Excel Spreadsheet

Bleacher List by Manufacturer –
(Must Submit with Bid)

Inspection Cost

Excel Workbook, 7 Spreadsheets:
Folding Bleacher Co.

Hussey

Interkal

Irwin

Medart

Sheridan

Other

ATTACHMENT B

Bleacher Site List

ATTACHMENT B
BLEACHER SITE LIST
BID 26-050 DNS
Indoor Bleacher Inspection, Repair and Replacement

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>PHONE</i>
HIGH SCHOOLS	Address	Phone
Albuquerque HS-590	800 Odelia NE	843-6400
Lower: Interkal, 10' high, 9" rise, 27" row/width. West and East sides 11 rows-8 sections. Plastic seats.		
Upper: Hussey, 112" high, 9" rise, 20" row/width, 11 rows, 4 sections on each side. Wood seats.		
Atrisco Heritage Academy-576	10800 Dennis Chavez Blvd. SW	243-1458
Lower: Irwin, 15 rows-5 sections. North and South.		
Upper: Irwin, 7 rows-5 sections.		
Cibola HS-580	1510 Ellison Dr. NW	897-0110
Lower: Irwin Plastic Seating		
Upper: Medart, 10' high, 11" rise, 25" row/width. 9 rows-6 sections. North and South Side. Wood seating.		
Del Norte HS-514	5323 Montgomery NE	883-7222
Lower: Medart, 11' high, 10" rise, 12 rows-5 sections, North side and 12 rows-6 sections, South side.		
Upper: Hussey, 10' high, 10" rise, 14 rows-4 sections. Installed 2013.		
Aux Gym: West & East, 9" rise, 12 rows-4 sections, with spring.		
Eldorado HS-515	11300 Montgomery NE	296-4871
Lower Banks: Interkal, Plastic Seating.		
Upper Banks: Interkal, Plastic Seating.		
Highland HS-520	4700 Coal SE	265-3711
Lower: Hussey Max, Telescoping Stands. East/8 rows-2 sections and West/8 rows-2 sections, 46' long plastic seating. Installed 2008		
Upper: Hussey, Fixed seating. Installed 2019		
Aux Gym: Runs East/West; One Bank, 4 Tier, 26" Row Spacing, 9.625 Row Rise- ADA Compliant.		
Main Gym: Split in Two Levels, Flanking the East and West Walls; Run North and South; Eastside has 7 Rows @Main Floor Level and 10 Rows @ Balcony Level Running North -South.		
La Cueva HS-525	7801 Wilshire NE	823-2327
Lower: Hussey, 10' high, 8" rise, 12 rows-6 sections. North & South sides. Wood seating.		
Upper: Hussey, Unknown height & 10" rise, 10 rows-5 sections. North and South sides.		
Manzano HS-530	12200 Lomas NE	559-2200
Upper West: Irwin, Rows 9, Sections 4, Rise 12", High 9', Row/width 28", Capacity 395, Aisles 3		
Upper East: Irwin, Rows 9, Sections 4, Rise 12", High 9', Row/Width 26", Capacity 470 + HC, Aisles 3		
Lower East & West: Irwin, Rows 8, Sections 4, Rise 12", High 8'5, Row/Width 25", Capacity 416+ 4HC, Aisles 3		
Rio Grande HS-540	2300 Arenal SW	873-0220
Upper: Irwin, North, Rise 12", Rows 9, Sections 4, Capacity 395 0 HC, Plastic		
Upper: Irwin, South, Rise 12", Rows 9, Sections 4, Capacity 470+ 0 HC, Plastic		
Sandia HS-550	7801 Candelaria NE	294-1511
Lower: Hussey Max, 15' high, 8" rise, 15 rows-4 sections. Plastic seating. East & West. Installed 2008.		
Aux: Aluminum Portable.		
Valley HS-560	1505 Candelaria NW	345-9021
Lower: Sheridan, Middle of Gym/9 rows-4 sections., NE/5 rows-1 section., SW/5 rows-1 section., North/10 rows-7 sections. All plastic seating.		
Upper: Sheridan, 17 rows-8 sections. Plastic seating.		

ATTACHMENT B
BLEACHER SITE LIST
BID 26-050 DNS
Indoor Bleacher Inspection, Repair and Replacement

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>PHONE</i>
Volcano Vista HS-575	8100 Rainbow Blvd. NW	890-0343
Lower: Hussey Max, West Side/18 rows-4 sections, East Side/18 rows-7 sections, Plastic seating.		
Upper: Hussey Max, East and West Sides 16 rows-3 sect. Plastic seats. Installed 2008. (3 motors)		
West Mesa HS-570	6701 Fortuna NW	831-6993
New Gym Lower Bleachers: Interkal, Plastic Seating.		
New Gym Upper Bleachers: Hussey, Wood seating.		
Old Gym, North East side: Hussey, 14 rows-3 sections.		
MIDDLE SCHOOLS	Address	Phone
Cleveland MS-407	6910 Natalie NE	881-9227
Interkal, 12' high, 9" rise, 13 rows-6 sections. Wood. Gymnasium seating.		
Desert Ridge MS-430	8400 Barstow	857-9282
Folding Bleacher Co., 9" rise, 26" row/width, 10 rows-5 sections. Plastic seating.		
Desert Willow MS-900	3303 Monroe NE	888-1647
Hussey, two portable banks wood seating.		
Eisenhower MS-480	11001 Camero Rd. NE	292-2530
Irwin, East - west banks plastic seating.		
Ernie Pyle MS-450	1820 Valdora SW	877-3770
Hussey Max, West Side/8 rows-4 sections. Plastic seating. Installed 2008.		
Garfield MS-410	3501 Sixth NW	344-1647
Hussey Max, North 80'5 rows-3 sections, and South 80'5 rows-3 sections. Plastic seating. Installed 2008.		
George I Sanchez MS-496	4050 118th St. SW	362-1154
Hussey, Plastic seating.		
Grant MS-413	1111 Easterday NE	299-2113
Hussey, North side 8 rows-3 sections. Plastic seating.		
Harrison MS-415	3912 Isleta SW	877-1279
Hussey Max, West side 7 rows-4 sections. Plastic seating. Installed 2008.		
Hayes MS-416	1100 Texas NE	265-7741
Interkal, Plastic Seating.		
Hoover MS-418	12015 Tivoli NE	298-6896
Hussey, 8'5" high, unknown rise, 9 rows-4 sections. Plastic seating 2011.		
Jackson MS-420	10600 Indian School NE	299-7377
Irwin 7'2" high, 8" rise, 8 rows-5 sections. Plastic seating installed 2011.		

ATTACHMENT B
BLEACHER SITE LIST
BID 26-050 DNS

Indoor Bleacher Inspection, Repair and Replacement

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>PHONE</i>
James Monroe MS-490	6100 Paradise Blvd. NW	897-0101
Irwin, West side/10 rows-6 sections., East side/3 rows-3 sections. Plastic seating.		
Jefferson MS-425	712 Girard NE	255-8691
Irwin, Plastic Seating		
Jimmy Carter MS-445	8901 Blue Water SW	833-7540
Interkal, 9" rise; 26" row/width, North/7 rows-3 sections, and South/8 rows-4 sections. Plastic seating.		
John Adams MS-405	5401 Glenrio NW	831-0400
Interkal, 7" rise, 7 rows-4 sections. Wood. (4 motors)		
Kennedy MS-427	721 Tomasita NE	298-6701
Hussey Max, 6 rows-3 sections. Plastic seating. Installed 2009.		
L.B. Johnson MS-485	6811 Taylor Ranch NW	898-1492
New Gym: Irwin, 9" rise, North side/3 rows-4 sections. and South side/9 rows-4 sections.		
Old Gym: Interkal, 97" high, 9 "rise, 9 rows-5 sections. Plastic seating.		
Madison MS-435	3501 Moon NE	299-4735
Manufacturer unknown;10" rise, 8 row, east/west orientation (facing south attached to north wall), plastic seating.		
McKinley MS-440	4500 Comanche NE	881-9390
Interkal 76" high, 9" rise, 7 rows-4sections. Plastic seating.		
Polk MS-448	2220 Raymac SW	877-6444
Hussey Max, 8" rise, 9 rows-5 sect. Installed 2008.		
Roosevelt MS-452	11799 State Highway 14S	281-3316
Hussy Max, 8 rows-3 sections. Plastic seating. Installed 2009.		
Taft MS-455	620 Schulte NW	344-4389
Interkal, 72" high, 8"rise, 8 rows-6 sections. Plastic seating.		
Taylor MS-457	8200 Guadalupe Trail NW	898-3666
Interkal, 83" high, 8" rise. 8 rows-4 sections. Metal seating.		
Tony Hillerman MS-492	8101 Rainbow NW	792-0698
Irwin, East & West sides/17rows-5 sections. (5 motors)		
Truman MS-475	9400 Benavidez SW	836-3030
Interkal, 6' high, 9" rise, 26" row/width, 10 rows-4 sections. Plastic seating.		
Van Buren MS-460	700 Louisiana SE	268-3833
Hussey Max, East & West/6 rows-2 sections. Plastic seating. Installed 2008.		
Washington MS-465	1101 Park SW	764-2000
Irwin Plastic Seating South & North banks.		

**ATTACHMENT B
BLEACHER SITE LIST
BID 26-050 DNS**

Indoor Bleacher Inspection, Repair and Replacement

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>PHONE</i>
Wilson MS-470	1138 Cardenas SE	268-3961
Hussey Wood seating. Wall attached; Row rise 9 5/8"; Tiers 1-8. 3 sections, 3 aisles. ADA Compliant.		
ELEMENTARY SCHOOLS	Address	Phone
Alameda ES-207	412 Alameda NW	898-0070
Hussey, 8 rows-2 sections. Wood seating. (3 motors)		
Janet Kahn School of Integrated Arts-258	917 Indian School Rd. NE	299-4483
Irwin, North, Rows 8, Sections 3, Rise 10", High 7'1", Row/width 24" Capacity 355+ 6 HC, Aisles 2, 48", Plastic		
La Luz ES-282	225 Griegos NW	761-8415
Folding Bleacher Co., 5 rows-3 sections. Plastic seating.		
Seven Bar ES-265	4501 Seven Bar Loop NW	899-2797
Interkal Plastic Seating.		
CHARTER SCHOOLS	Address	Phone
RFK CS-728	4300 Blake Rd. SW	873-1165
Hussy bleachers Plastic Seating.		
South Valley Academy-725	3426 Blake Rd. SW	452-3132
Irwin wood seating.		