



ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division

Winston Brooks
SUPERINTENDENT

Mark Heckart, CPM
DIRECTOR/PROCUREMENT OFFICER

November 2, 2012

Bid: 13-023RR-AM Emergency Restoration and Repair Services

DATE: November 29, 2012

TIME: 10:00 a.m.

LOCATION: Albuquerque Public Schools
(Address for Procurement Department
Hand or Courier 6400 Uptown Blvd NE Suite 500 E
Delivery) Albuquerque, NM 87110

U.S. MAIL Albuquerque Public School
DELIVERY: Procurement Department
P.O. Box 25704
Albuquerque, NM 87125
(Allow appropriate time for delivery to the Procurement Department location before the deadline time and date.)
PLEASE NOTE OUR NEW ADDRESS CHANGE

CONTACT: Robert Russell, District Buyer
russell_r@aps.edu 505-878-6123

SPECIAL INSTRUCTIONS: Complete Bid/RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late bids are not accepted and will be returned unopened.** 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.
acm

BID NO. 13-023RR-AM
EMERGENCY RESTORATION AND REPAIR SERVICES

INTENT: Albuquerque Public Schools (APS) invites you to bid on **Emergency Restoration and Repair Services**. Specifications terms and conditions follow.

INFORMATION FOR BIDDERS

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

- Information for Bidders
- General Terms and Conditions
- General Conditions
- General Requirements
- NM Veteran's Preference Law
- Scope of Work
- Specifications and Pricing
- Conflict of interest and Debarment/Suspension Certification Form
- Resident Veterans Preference Certification (Signature Page)
- Terms and Conditions (Signature Page)

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 the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids**

Receipt and Opening of Bids: Bids must be prepared and submitted in accordance with the provisions hereof. APS 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 processing.

Qualifications of Bidder: APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish 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.

Bidder 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 that applies to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

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EMERGENCY RESTORATION AND REPAIR SERVICES

INFORMATION FOR BIDDERS CONTINUED

Familiarity with Conditions: Clarification of bidding procedures may be made by contacting APS Procurement Division, Robert Russell, District Buyer, telephone number (505) 878-6123; clarifications of technical aspects may be made by contacting Mike Wilson, APS Risk Management Director, telephone number (505) 830-8462. **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 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 analysis and has made provision as to the cost thereof in his bid.

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.

Multiple Offers: APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.

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 or 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.

Awards: APS reserves the right 1) to award multiple bids on the basis of individual services, or groups of services, or on the entire list of services; 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(s) that is in the best interest of APS. Multiple bid awards will be made to the low responsible and responsive bids taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**

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.

1. Workers' Compensation Insurance: As required by the Labor Laws and the New Mexico Statutes.

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2. 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 Worker's 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

General Liability Insurance shall be provided with the following limits.

\$1,000,000 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.

3. Auto Insurance: Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

Contractor shall carry professional liability and automobile liability insurance up to the limits of the Tort Claims Act, to-wit: Contractor must submit proof of auto insurance prior to services to the Albuquerque Public Schools. In any action for damages against a government entity or a public employee while acting within the scope of his duties as provided in the Tort Claims Act (41-4-1 to 41-4-27 NMSA 1978), the liability shall not exceed:

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- a. The sum of one hundred thousand dollars (\$100,000) for damage to or destruction or property arising out of a single occurrence; and
- b. The sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically-related expenses arising out of a single occurrence; and
- c. The sum of four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically-related expenses as permitted under the Tort Claims; or
- d. The sum of seven hundred fifty thousand (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence.

Contractor also agrees to keep such insurance in force throughout the term of the contract, including any renewals, including any renewals, and to notify APS immediately if such insurance is not in force. Failure to comply with this provision may result in immediate cancellation of the contract. APS recommends that professional liability insurance be maintained at a level of \$1,150,000.00 which exceeds the limit of the Tort Claims Act. In addition, the contractor's employees shall be insured for Worker's Compensation if applicable.

Errors and Omissions: Bidder shall submit a copy of certificate of Professional Liability Insurance, Errors and Omission with bid submittal. Minimum acceptable coverage is \$1,000,000 single limit.

Successful contractor **must** furnish proof of coverage to the APS Procurement Officer **prior** to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department. APS will not be held responsible for lost or stolen equipment, tools, or materials from job sites

Tax Requirements: APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request.

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

INFORMATION FOR BIDDERS CONTINUED

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

GENERAL TERMS AND CONDITIONS

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s) specified.

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No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed. Issuance of a PA will be considered sufficient notice of acceptance on 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 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.

Although this contract is being bid on behalf of the Schools and Community Partnerships Department, individual schools, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

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

GENERAL CONDITIONS

1. **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 Division.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS Contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given 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.

2. **Cancellation:** 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 the Contractor, grounds for cancellation still exist, 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.
3. **Purchase Order and Invoicing Procedures:** Following bid award, a Price Agreement (PA) will be issued to the successful bidder(s) on all awarded bid services. Actual services and pricing requested by APS and completed by bidder will be charged to a Purchase Order number referencing the PA. Invoice should show the APS Purchase Order, delivery location, and the full signature with printed name underneath of employee who completed services(s), and shall be submitted in duplicate to the end using department. Initials only are not acceptable and will not be processed for payment.

All itemized invoices must clearly reference appropriate bid pricing, services rendered, and PO number and shall be submitted to Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 880-3788.

When Applicable, final invoice for each service shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the contract.

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4. **Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance over sixty (60) 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 payment schedule will be 30-45 days.

GENERAL REQUIREMENTS

1. **PLEASE DO NOT BID UNLESS YOU ARE AUTHORIZED TO PROVIDE EMERGENCY RESTORATION AND REPAIR SERVICES IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE OF THE SERVICES BEING REQUESTED.**
2. **Contract Period:** Any contract (s) issued as a result of this solicitation will be in effect for a fifty-two (52) week period after date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended for three additional fifty-two (52) week periods. Renewals must be at the prices specified with no change in terms and conditions. Price escalation will be considered for the renewal periods only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Contractor may decline renewal with no penalty and APS will re-bid.

Every contract or project in excess of sixty thousand dollars (\$60,000) that the state or any political subdivision thereof is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decoration, of public buildings, public works or public roads of the state and that requires or involves the employment of mechanics, laborers or both shall...benefit rates not less than those determined by the director to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

3. **Pricing:** All pricing will be F.O.B. Destination including cost, insurance, and freight. F.O.B. Destination shall be interpreted as final site as specified by APS. **BIDDER OWNS GOODS IN TRANSIT.**
4. **Quantities:** The estimated services as shown are a projected/proportional usage based on historical data. This is not a commitment to use all services. The information is included to provide a potential bidder with some idea of possible contract activity.

Quantities Continued: Although this contract is being bid on behalf of APS Risk Management, individual schools/departments will be referred to the successful Contractor in the event of requirements which can be adapted to the specific services awarded.

5. **Scheduled Service:** Prompt service is of the essence and may be a factor in determining the successful bidder; therefore, service time after receipt of order must be stated in definite terms.

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New Mexico Resident Bidding Preferences: There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these 2 preferences are not cumulative.

VETERANS PREFERENCE

Policy effective July 1, 2012.

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

- I. Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.
2. Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals.
3. Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.

This preference is separate from the current instate preference and is not cumulative with that preference.

However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

All public solicitations must contain the attached "Resident Veterans Preference Certification". Also, please attach your vendor preference certificate that you receive from the state to your bid response, or your bid will not be permitted the preference discount. The Preference Certification represents and constitutes a material representation by the business that is subject to protest and may result in denial of an award or equal award of the procurement involved if the statements are proven to be incorrect.

RESIDENTIAL PREFERENCE

Policy effective January 1, 2012

GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951. Please attach resident certificate to bid response.

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SCOPE OF WORK

The purpose of this bid is to establish pricing for **Emergency Restoration and Repair Services** from authorized companies.

Emergency Response and Repair Services

APS requires Emergency Response and Repair Services (ERRS) in response to unforeseen conditions, usually related to weather. The ERRS must direct response activities, develop response programs, implement immediate emergency response, provide technical consultation, and provide follow-up and clean-up emergency services as needed and as assigned by APS. The ERRS must enter accident scenes to implement required emergency services. The ERRS must provide technicians with current Institute of Inspection, Cleaning and Restoration Certification (IICRC). All technicians providing services to APS must have the IICRC.

The ERRS must provide immediate water removal and flood damage clean-up. The ERRS must extract water, dry, dehumidify, deodorize and disinfect areas flooded or damaged by water. The ERRS must be available at all times to stop damage to walls, ceilings, and floor coverings. The ERRS must disconnect all electrical equipment and move it to a dry location, remove water from inside the building or structure, remove water-damaged materials and ventilate with fans and/or dehumidifiers. The ERRS must act quickly to salvage usable materials, reduce the amount of rust, rot and mold that might develop, and limit the likelihood of structural problems. The ERRS must secure the flooded area against damage from future water intrusion.

The ERRS must provide immediate sewer damage removal services and clean-up. The sewer damage removal service must safely and effectively remove bio-hazardous substances and dispose of them properly according to applicable laws and health regulations.

The ERRS must provide fire damage restoration services and clean-up.

The ERRS must inspect, assess and remediate mold damage.

APS will utilize existing contracted vendors to facilitate restoring the damaged building to include repair/replacement of drywall, paint, floor covering, and ceiling tiles. ERRS will in most cases not be involved in these services.

The ERRS must provide a response within one-hour for all emergency situations including flood or other water intrusion, sewage leak or other emergent problem. The ERRS must provide a response within twenty-four hours for all services provided.

The ERRS must meet all the requirements of state and federal laws applicable to the services to be provided. Any additional service (or services which the ERRS cannot perform) must be outlined in the Proposal. APS seeks to define the obligations of both parties and to ensure timely and efficient emergency response.

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The ERRS shall provide an invoice for all emergency services under five thousand dollars (\$5,000) and an invoice and report for all emergency services for which the total invoice is five thousand dollars (\$5,000) or more to the Director of Risk Management within 30 days of the date of initial service including the following information at a minimum:

1. APS assigned insurance Claim Number, if any.
2. Date of Emergency.
3. Location(s) of Emergency.
4. Date of initial and continuing ERRS services, if any.
5. Nature of ERRS services provided to date.
6. Future ERRS services required and timeline for completion, if any.
7. Cost of ERRS services to date.
8. Estimate of future ERRS services required.

Further information may be required on an as-needed basis. Note that the cost to produce invoices and any required reports is part of the ERRS basic services and may not be separately charged to APS.

APS reserves the right to assign ERRS services to multiple ERRS services contractors. APS reserves the right to assign any necessary immediate emergency response, to be defined as requiring action within twenty-four (24) hours from the time the ERRS services are assigned, and then to assign any further ERRS services to another ERRS contractor or to an independent contractor in its sole and absolute discretion. APS reserves the right to assign ERRS services to an independent contractor where, for example, specialized services for clean-up of hazardous, radiological, or other materials are required.

APS is interested in estimating costs and cash flow into the future. Please advise if Offeror is willing to guarantee its fee schedule for more than one (1) year and/or provide a maximum cap percentage on any rate increase for any contract periods after the first year.

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Employee Pricing:

Hourly Rates: Overtime rates

Employee hourly Rate *regular time* _____

Overtime _____

Service Charges:

Water Extraction _____

Sewage Extraction _____

Clean, Strip & Wax Floor _____

Furniture Moving _____

Removal of Cove Base (Drill Weep Holes) _____

Odor Removal/Ozone Treatment _____

Equipment Decontamination _____

Carpet Cleaning
(Hot Water Extraction) _____

Carpet Cleaning
(Dry Cleaning) _____

Carpet Cleaning
(Power Scrubbing) _____

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Removal and Disposal of Carpet
(Glued Down Contaminated) _____

Removal and Disposal of Carpet
(Padding Contaminated) _____

Tile and Grout Cleaning _____

Tile and Grout Sealing _____

Debris Removal _____

Drywall ¼" Remove/Replace _____

Drywall 5/8" Remove/Replace _____

Trim Board (Installed) _____

Base Board (Installed) _____

Casing (Installed) _____

Crown Molding (Installed) _____

Door Opening (Jamb & Casing) _____

Blown-In Insulation (10" R-26) _____

Blown-In Insulation (6" R-13) _____

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Equipment Charges (Hourly/Daily):

Dehumidifier's _____

Fans/Air Movers _____

HEPA Air Scrubber Small _____

HEPA Air Scrubber Large _____

HEPA Vacuum _____

HEPA Filter Large _____

HEPA Filter Small _____

HEPA Vacuum Filter _____

Personal Protective Equipment _____

Respirator w/Cartridge _____

Containment Barrier _____

Peel and Zipper Door _____

Wood Floor Panel Drying System _____

Wall Cavity Machine _____

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Infrared Thermal Imaging Camera _____

Power Washer _____

Desiccant Dehumidifier _____

Axial High Capacity Air Mover _____

Negative Air Machine/Air Filtration _____

Set up and removal of Equipment
(Both actions one price) _____

Additional Billing:

Minimum Billing (1 or 2 Hour Minimum) _____

Do billable charges accrue upon
Arrival at job site or when departing
the contractor's facility? _____

Minimum Emergency Response
(After hour trip charge) _____

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
EMERGENCY RESTORATION AND REPAIR SERVICES FOR APS.
BID NO. 13-023RR-AM**

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 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 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: _____

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 1 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 1 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.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No. 13-023RR-AM**

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 initiated 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 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.

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, 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 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 subsuppliers 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 No: _____
(If Applicable)

Type or print name of above _____

Resident Certification No: _____
(If Applicable)

Name of Firm _____

Address _____

Fax No: _____

Wats Line (If available) _____

Area Code and Telephone No. _____

Federal ID No.: _____