



ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division

Winston Brooks
SUPERINTENDENT

Mark Heckart, CPM
DIRECTOR/PROCUREMENT OFFICER

November 30, 2012

BID: 13-022SC-SL Fire Sprinkler Systems

DATE: November 27, 2012

TIME: 11:00 a.m.

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

U.S. MAIL DELIVERY: Albuquerque Public School
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: Steven L. Carpenter, District Buyer
carpenter_st@aps.edu, 505-878-6121

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.

sls

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

INFORMATON FOR BIDDERS

1. **Intent:** To establish pricing for performance of Inspection/test and maintenance/repair service for wet/dry pipe sprinkler systems at Albuquerque Public School sites. See Scope of Work page 8.
2. **Contract Documents:** The bidding information included in this packet and listed below constitute 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 Price Agreement Order Issued by APS to the Contractor and shall bind the Contractor to the terms of the Contract Documents.

Information for Bidders

General Operating Conditions

Technical Specifications:

1. General Requirements
2. Materials
3. Execution

Bid Pricing

Qualified Employee Listing/Credentials

Subcontractor Listing

Offeror's Agreement Form

Submittal Check List

Conflict of Interest

Terms & Conditions (Signature Page)

Resident/Veteran Preference

3. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder 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. Bids not signed will be considered as non-responsive and rejected.**

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 Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof by delivering written notice to the location designated as the place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

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

5. **Qualification 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 to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder falls 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 applying to APS personnel shall be deemed to be in force for Contractor's work force occupying any work site.

6. **Familiarity With Conditions:** Clarification of bidding procedures for this Contract may be made by contacting Steven Carpenter, District Buyer, APS Procurement Division, telephone (505) 878-6121 clarification of the technical aspects of this contract may be made by contacting APS Maintenance and Operations-Mechanical Manger, Frank Maes, (505) 765-5950, Ext. 278. **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.

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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.

7. **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.
8. **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 bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including signature pages) and submit as Bid #2 Each bid must stand alone and comply with the terms and conditions of the contract.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of Items; 2) to reject any or all bids or any part thereof; 3) to waive any Informality in the bids, and 4) to accept the bid that is the best Interest of APS. Delivery may be a factor in bid award. It is the responsibility of the bidder to inquire as to bid results and the status or any subsequent award(s).
10. **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.
11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing within 15 calendar days after the fact or occurrence giving rise thereto.
12. **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.
13. **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 Maintenance and Operations, APS Procurement Division, and the contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Division. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date.

APS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.
14. **Contract Modification:** No oral statement of 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.

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Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if given, such shall not be binding unless reduced to a written addendum Issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

- 15. 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 on request. This does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and will shown as a separate amount on each billing or request for payment.
- 16. Insurance:** The Contractor shall, at his own expense, carry and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance listed:

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

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

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

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

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

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

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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:

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.

- 17. Terms and Conditions:** The submission of a bid will indicate the bidder has read the terms and conditions understands the requirements and the bidder can supply item(s)/perform work as specified

No contract exists on the part of Albuquerque Schools until a written Price Agreement (PA) is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a PA will be considered sufficient notice of acceptance of contract.

It is mutually understood and agreed the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title or Interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

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

- 18. Permits/Licensing/Fees:** It is the contractor's responsibility to secure in a timely manner and pay for permits required by particular job. The exact cost of job permits will be reimbursed by APS. Add to invoice as a separate documentable item. APS does not pay for business licenses, contractor licenses etc. or renewals of same, memberships in professional affiliations and similar costs of doing business which are the contractor's obligation to secure and maintain. The cost of all bonding will be paid by the contractor and will not be paid by APS. Include these costs in your quotation.

Contractor will be reimbursed, at no markup, by APS only upon proper invoicing and submission of the permit clearly indicating charges and site location.

The State of New Mexico Regulation and Licensing Department, Construction Industries Division, requires contractors to hold an MS #12 license to perform this work. A copy of your current license is required to be submitted with the bid. The Lead Inspector shall carry state issued and/or nationally recognized fire sprinkler journeyman card while performing inspections. Such credentials shall be readily available upon request. Contractor shall submit a current, up to date, New Mexico STATE FIRE MARSHALLS OFFICE CERTIFICATE OF FITNESS.

Bid No. 13-022SC-SL BID: Fire Pipe Sprinkler Systems

GENERAL OPERATING CONDITIONS

1. **Contract Time:** The duration of this contract shall be one (1) year following award of the contract. At the completion of the one (1) year period, this contract is subject to review and may be extended for two (2) additional one (1) year periods, subject to the approval of both parties and contingent upon funding. Prices shall remain firm for the life of the contract, including any renewals. There is no provision for escalation of pricing. Bidder may decline renewal with no penalty and APS shall rebid.
2. **Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should any such requests occur, contractor has the responsibility of calling such violations to the attention of APS Procurement Officer.
3. **Addition/Deletion of Sites to be Serviced:** APS reserves the right to add or delete sites from the contract. Such amendments may become necessary as warranties on units at newly constructed sites expire, as existing facilities are renovated, or in the event a facility is deleted from APS property holdings Addition/deletion of sites shall not affect contract pricing.
4. **Pricing Structure:** Bid pricing should be submitted on the form provided on page 18. Submittals as defined on the checklist (see page 17) are required with all bids. **Failure to submit all documents requested with your response will deem the bid non-responsive and will be rejected.**
5. **Weighted Values:** A per item weighted values is stated on the proposal pages for award purposes. These values are **proportional** to expected usage of other items in the contract. They are **not** estimated usage figures and this is not commitment to purchase.
6. **Work Orders:** Work performed under this contract is subject to strict APS Internal controls. **All workmen shall check in through the school office upon arrival and check out again when leaving.** If APS cannot verify workmen's time of arrival/departure, payment on invoices for work performed that day may be held until such verification has been made. All work orders will be assigned to the contractor through the internet SCHOOL DUDE work order system. Training will be provided by the APS M&O Technology department on the work order system.

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

After approval of the quarterly (3 month) inspection/test schedule by APS designee at the post award conference, contractor may proceed with scheduled inspections as described on page 8, item 1.2a, without additional authorization.

7. **Procedures:** When maintenance or repair work is needed, contractor shall issue a report of faults found. **No service is to be performed on the sprinklers or alarm panels until/unless specifically requested by APS through a work order.** If APS elects to have contractor perform the work, APS will issue to the contractor the Construction Report Form or acceptable estimate form with a general description of work to be performed. **Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation.**

The schedule of values section shall then be completed by the contractor, listing a description of work to be completed, the item number, unit price, estimated quantity, estimated hours for man-hour classification and total estimated cost. Site visits will be conducted as necessary. Contractor shall submit the estimate to APS designee for review. Based on APS' calculations, engineers estimates etc. of the work to be done, estimate will be approved or discrepancies renegotiated with the contractor. Return of the signed estimate shall authorize the contractor to proceed with the work. Changes to work orders will follow the same guidelines.

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The following personnel have been designated as authorized contacts for purposes of this contract:

1. John Dufay, Executive Director, Maintenance and Operations
2. Frank Maes, Mechanical Maintenance Manager

This list is subject to revision at any time. All revisions will be in writing.

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

APS Director of Maintenance and Operations or designee will establish work schedule arrangement with the individual site administrators and managers. The site administrator/designee will sign appropriate form verifying the work has been completed; final acceptance shall be granted as per paragraph 12, page 7.

8. **Subcontractors:** The contractor may subcontract portions of the work to qualified and licensed subcontractors. The contractor shall be fully responsible for the work of all subcontractors, at any tier, to the full extent of the requirements of the contract. Submit subcontractor's list on page 15. **No markup will be allowed for subcontracted work. Prices for all work shall reflect the general contractor's bid.** Note that any subcontracted work must be minimal and incidental to the main project. Do not bid with the intention of subcontracting the main thrust of the work. Subcontractor must be fully established, licensed and otherwise qualified.

Listing threshold is established as \$5,000. Provide the name and location of place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of this public works construction project in any amount in excess of \$5,000. State also the nature of the work to be done by each subcontractor. List only one subcontractor for each category as defined by you.

9. **Interrupting Services:** The contractor shall communicate and coordinate the execution of all work within the building in order to minimize interference during the educational process or any in-service conducted by the school principal or staff, or with the operation of existing mechanical, electrical, plumbing, and utility systems during replacement or repair work. Connections to existing systems requiring the Interruption of service within the building shall be carefully coordinated with the Mechanical Manager of Maintenance and Operations to minimize system down times. Absolutely no interruption of the existing services will be permitted without the approval of the Manager of Mechanical of Maintenance and Operations or designee.

Inspections after hours/weekends/special functions: There is the need for some inspections to be done after normal working hours (i.e. after hours, weekends). There are schools and facilities that do not allow inspections during normal working hours due to multiple alarm activation systems and/or administrations not approving any inspections at all during normal working hours. There may also be special functions such as testing and special events that inspections may not be allowed. As mentioned above all these situations must be carefully coordinated with the Mechanical Manager of M&O to accommodate APS facilities. Please state your companies' policy regarding these special conditions. Also, include any extra charges, if any, with your pricing on page 18, section 3 that may be incurred as a result of these special situations.

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- 10. Safety:** The Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvement Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for all damage to person's property that occurs as a result of his fault or negligence, or that of his employees, and/or agents, in connection with this contract.

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

- 11. Operation Prior to Acceptance:** Albuquerque Public Schools shall have the right to operate any and all apparatus as soon as and as long as it is operating condition whether or not such apparatus has been accepted as complete and satisfactory. This shall not be construed to mean acceptance before any required alterations or repairs have been completed and does not indicate acceptance of the equipment by APS. APS will not operate equipment specifically designated by the Contractor as unsafe or which has repairs in progress. It is the Contractor's responsibility to post notification that apparatus is unsafe to operate.
- 12. Final Acceptance:** The contractor shall notify the APS Mechanical Manager of Maintenance and Operations or designee when each work order/project is complete. The Mechanical Manager of Maintenance and Operations shall arrange for prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory or provide a written list of Items to be corrected and/or completed.
- 13. Invoice and Purchase Order Procedures:** Upon award, APS will issue a price agreement which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed. SPO's or direct purchase orders will not be used.

A Price Agreement (PA) issued as a result of this Bid (Or RFP) has no dollar value associated with it and there are no guarantees that APS will require services or goods under the PA. The PA is an agreement on terms and conditions and pricing for possible future releases based on the needs of APS during the contract period.

Itemized invoices, clearly referencing appropriate bid pricing item number, price agreement order and work order number, shall be submitted in duplicate to the APS Maintenance and Operations, Support Services, 915 Locust SE, Albuquerque, NM 87106.

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 due over 60 days in arrears at the rate of one and one-half percent (1.5%) per month. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

When applicable, final invoice for each project shall be accompanied by all required guarantees, operations manuals, releases of lien and/or other submittal required by the Contract Documents.

- 14. 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.

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

TECHNICAL SPECIFICATIONS

1 GENERAL REQUIREMENTS

1.1 Scope Of Work This is an indefinite quantity contract to inspect and test or possibly maintain/repair or replace wet/dry pipe sprinkler systems in compliance with the Fire Marshal's safety requirements. Contract will consist of:

Scheduled and On-call inspections

Periodic flow tests as required by NFPA 25 Section 1-10

Repair services when needed

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

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

Current Conditions: APS fire sprinkler systems have been inspected and tested on a regular schedule by a qualified contractor. Bidders should assume all equipment is in satisfactory operating condition when preparing bid prices.

1.2 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. -

1.2a Inspection/Test: (Items 1a-1d on pricing page 18) NFPA requires a walk-through visual inspection of sprinkler systems be done at least once per year. Define your company's approach to this service (i.e. chargeable at an hourly rate or included in quarterly inspection). Specify pricing for (at a minimum) annual visual inspection of facility systems (1a), to include a comprehensive report. Also provide a per inspection price for quarterly inspection and flow test of sprinklers (1b-d).

Contractor is to provide all labor and equipment needed to perform these services. On quarterly services, sprinkler systems in tandem shall be invoiced the appropriate multiple of each system (one single riser in tandem with a split riser shall be billed at the sum total of the two quoted prices). Prices are to include inspection reports.

Contractor is to provide a copy of the inspection report of each fire sprinkler system at each site in a sealed plastic folder for review by the Fire Marshall.

1.2b Repair: (Items 2a & 2b on pricing quotation page 18) Regular hourly rate and overtime rates are to be quoted for necessary repair of system components.

1.2c Parts: (Item 2c on pricing quotation page 18) miscellaneous repair parts will be structured as a percentage discount from manufacturer's list price. Price list(s) will be allowed to change as standard in the trade but the discount will remain firm during the term of the contract. **"Cost Plus" pricing is not acceptable on bid per State Procurement Code. Bids with cost plus pricing will be rejected.** Parts over \$30.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus quoted discount from list percentage. Contractor shall also be prepared to substantiate charges of items under \$30.00 should audit require verification. Also refer to Item 2.3, Procurement of other Materials on page 11.

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1.2d 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 in-state 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.

All public solicitations must contain the attached "Resident Veterans Preference Certification". Also, please attach vendor preference certificate to your bid response.

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.

- 1.3 Prompt Response:** Routine maintenance inspections will be in accordance with established schedule. (See item 1.13 page 10). Additional non-emergency calls shall be responded to as soon as possible--but always within the same day. All emergency calls will require immediate response 24 hours, 7 days per week.
- 1.4 Licensing and Workmanship:** Contractor(s) shall be properly licensed by the New Mexico Construction Industry and all work of this contract shall be performed by workers carrying credentials as noted in paragraph 18, page 4. All workers credentials shall be submitted for this bid (see page 19).
- 1.5 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.

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- 1.6** **Standards:** All work and materials shall comply with the latest recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and Municipal codes and ordinances. All services performed by the contractor shall be in accordance with the latest editions of National Fire Protection Association Codes and Standards No.25.
- 1.7** **Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, electrical systems, piping, furnishing, and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of Albuquerque Public Schools.
- 1.8** **Protection of the Work:** The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.
- 1.9** **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.
- 1.10** **Estimates:** APS will not pay for installation/repair estimates. Contractor shall include those costs in the price of the contract.
- 1.11** **Inspections:** All maintenance inspections and repair work will be inspected by APS designee with or without prior notification to the contractor.
- 1.12** **Guarantee:** Contractor shall warranty new equipment, materials and installation workmanship furnished and installed by him under this contract to be free from defects and shall agree to replace at his expense, and without expense to APS, any and all defective equipment parts, etc. for 12 months after final acceptance by APS. All new controls shall carry a two year warranty.
- 1.13** **Post Award Conferences:** After bid award, the contractor shall meet with APS Procurement and APS Director of Maintenance & Operations or designee(s), to determine inspection and servicing schedule and clarify procedures, paper-flow, etc.

2 MATERIALS

- 2.1** **Equipment, Materials and Parts:** Contractor shall maintain at all times (or have access to) an ample stock of pipes, fittings, sprinkler heads, and the various parts necessary to complete specified inspections/tests/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 Manager of Mechanical Maintenance & Operations, or designee.

All materials shall be new, unused, and in perfect condition. However, If conditions would necessitate utilizing used/rebuilt items, prior approval must be secured from the Manager of Mechanical Maintenance & Operations, or his designee.

- 2.2** **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.

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- 23 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 or be in breach of contract with this document.

- 24 New Systems:** The intent of this contract is **not** to purchase new systems for stock or new construction projects. The purchase of new systems for these purposes will accomplished through a separate bid process.

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

Final replacement decisions will be solely the responsibility of APS Manager of Mechanical Maintenance & Operations, or designee. Contractor shall not proceed without proper authorization.

3. EXECUTION

- 3.1 Sites:** All fire sprinkler Systems shall be on the quarterly inspection schedule. In addition to these cycled inspections, APS may need maintenance Inspections on an on-call basis for locations where vandalism is suspected, etc. On-call inspections shall be performed as and billed at the quoted rate for quarterly inspections (Item 1b, 1c or 1d on page 18).

Should sites be added/deleted during the life of the contract, APS shall notify the contractor in writing.

- 3.2 Service Requirements:** All work shall comply with the current edition of NFPA #25. Inspection, Testing, and Maintenance Service, as defined in NFPA #25, 1-5, is a service program provided by a qualified contractor or owner's representative in which all components unique to the property's systems are inspected and tested at the required times and necessary maintenance is provided. This program includes logging and retention of relevant records.

To avoid false alarms to APS's supervisory service, the alarm receiving facility/Site Administrator shall always be notified by the contractor (1) before conducting any test or procedure that could result in the activation of an alarm and (2) after such tests or procedures are completed. If the Site Administrator objects to the inspection of the supervisory alarms, arrangements shall be made with the site Administrator as to when inspections and or supervisory alarms may be conducted.

System components are to be tested as follows:

Main Drain to be tested quarterly per NFPA #25, Section 9-2.6

Waterflow alarm to be tested quarterly per NE PA #25, Section 9-2.7

Control valve position to be tested quarterly per NFPA #25, Section 9-3.4.1 Operation to be tested annually per NFPA #25, Section 9-3.4.2

NOTE: APS requires names of qualifying employees and a listing of their credentials to be submitted on page 19. Copies of credentials are to be submitted with the bid. Contractor shall also submit a copy of the company's Inspection and test checklist with the bid. List shall clearly indicate Items covered under the quoted inspection and test fee.

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

3.3 Inspection:

Annual Walkthrough Inspection: As a minimum, entire sprinkler system shall be visually inspected from floor level. Sprinklers shall be free of corrosion, obstructions to spray patterns, foreign materials, paint, and physical damage. Sprinkler piping shall be inspected to verify that it is in good condition and free of mechanical damage, leakage, corrosion, and misalignment. Sprinkler piping shall not be subjected to external loads.

Sprinkler pipe hangers and seismic braces shall be inspected; reports shall indicate any damaged or loose hangers or braces.

Gauges shall be inspected to ensure that they are in good condition and that normal water supply pressure is being maintained.

Prior to the onset of freezing weather, buildings shall be inspected to verify that windows, doors, skylights, ventilators and other openings and closures, blind spaces, stair towers, roof houses, and low spaces under buildings will not expose sprinkler piping to freezing temperatures and that adequate heat (minimum 40 degrees F) is maintained.

Quarterly inspection procedures as follows shall then be performed and a comprehensive report generated.

Annual Tests: Annual inspection and flow test of fire pumps is to be performed per NFPA 20 and 25. Annual trip test of dry pipe systems is to be performed per NFPA 13 and 25.

Quarterly Inspection Procedures:

- A. Fire Department Connection
 - 1. "Sensible" caps or plugs in place; if plugs are used, remove and check for foreign objects.
 - 2. Female swivel connections (round and swivel lugs Intact).
- B. Control valves
 - 1. PIV's
 - a. U n l o c k
 - b. Close and reopen fully; observe signal
 - c. Lock open or seal
 - 2. PIVA's
 - a. U n l o c k
 - b. Close and reopen fully; do not operate with water flowing
 - c. Lock open or seal
 - 3. WIV's
 - a. Unlock
 - b. Close and reopen fully
 - c. Lock open or seal

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- 4 OS&Y's
 - a. U n l o c k
 - b. Close approximately 1/3
 - c. Lubricate screw stem
 - d. Close and reopen fully
 - e. Leave unlocked until finished testing.

5. System Piping and Heads
 - a. Check for signs of leakage
 - b. Check for broken hangers and supports
 - c. Check for leaking heads
 - d. Check for physical damage to heads
 1. Deformation and mechanical damage
 2. Loading and/or painting
 3. Corrosion
 4. Cold flow
 5. Tampering or "repairs"
 6. Obstructions
 - e. Check box for supply of extra heads and wrench; replenish if necessary

- 6 Alarm Device exteriors inspected for mechanical damage or evidence of bird nesting

7. Inspector's Test Valve
 - a. should be equipped with a cut-off sprinkler head OR
 - b. a sight glass if inside on riser

Reports shall indicate any violations of these requirements as well as any potential hazards noted.

- 3.4 Quarterly Testing:** A representative sample of sprinkler heads (1⁰/0 of all heads on the riser, but not less than four) shall be tested for performance as Intended to include, but not be limited to: orifice size and K factor, style, temperature rating, coating, if any, deflector type (upright, pendant, sidewall, etc.), and design requirements.

Testing of water flow alarm devices shall include but not be limited to: mechanical/electrical water motor gongs, vane-type water flow devices, and pressure switches that provide audible or visual signals. On wet pipe systems, this shall

be accomplished by opening the inspector's test connection (except when prohibited by freezing weather conditions or other conditions when use of the bypass connection may be permitted). On dry pipe, preaction, or deluge systems, the bypass connection is to be used.

Annual testing of antifreeze solutions shall be accomplished by measuring specific gravity with a hydrometer or refractometer. Solutions shall be adjusted if testing falls outside the parameters found in NFPA #25, Tables 2-3.4(a) and (b). When an Impairment to a water-based fire protection system occurs, the procedures outlined in Chapter 10 of the NFPA Standard 25 shall be followed, including attachment of a tag to the impaired system.

Testing procedures:

- A. Notify all appropriate agencies
- B. Main Drain Test
 1. Determine where drain discharges; add hose length if necessary
 2. Record water pressure on both gauges
 3. Open main drain (2" valve) and lubricate stem

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

4. Close and fully reopen OS&Y valve noting whether water flow stops
5. Run water through main drain until clear, then slowly close 2" main drain valve
6. Note water pressure; it should be approximately the same as before the

C. Alarm Test Valve

1. Determine where water motor discharge gong is located; have custodian remove or protect any material which might be damaged
2. Lubricate gong drive shaft
3. Locate alarm test or bypass valve and open it fully
4. Operate alarm for at least one full minute, noting that alarm should operate continuously; do not shutoff until water runs clear. If valve is OS&Y, seal open.

D. Inspector's Test Valve

1. Determine where water discharges; ensure no damage will occur during test
2. Open until water runs reasonably clear; ensure rust and lime scale do not obstruct flow. Flow at least one minute.
3. Check to make sure water gong is ringing
4. If sight gauge test is used, make sure water is flowing
5. Lubricate valve stem. and close valve fully; ensure valve shuts off completely

F. Reports shall indicate any failures found. Complete recording documents; double-check that all valves are in their proper position and locked open. Affix service tags on alarm test valve and inspector's test valve. Reinstate (or have owner reinstate) alarm devices as necessary.

G. Notify all appropriate agencies that testing is complete

Receipt of the completed inspection form, signed by occupant and inspector, shall carry a two hundred thousand dollars (\$200,000) per incident guarantee that the system inspected will be 100% operational on the date of inspection and for a period of four (4) calendar months thereafter, with the exception of failure caused by vandalism, adjustments to the system made by other than a qualified licensed contractor, or failure of owner to correct deficiencies noted on the inspection report. This company liability shall be in addition to requirements of item 16A and 16B on pages 3-4. The successful bidder shall submit completed checklist(s) and reports with appropriate invoicing.

35 Maintenance & Repairs: If maintenance or repairs are needed on sprinkler systems, pricing shall be as quoted for component parts plus quoted hourly rate (Also refer to Items 1.2b and 1.2c, page 8).

3.6 Service Recordings: Contractor must comply with recording dates, work done, and name of worker on the site apparatus.

3.7 Data Base: Contractor must supply Data Base of all APS Fire protection Sprinkler devices with updated inspection reports as needed.

Previous Bid No. 10-036SC-SL

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

Firm Name

SUBCONTRACTOR LISTING

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

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

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

COMPANY NAME	ADDRESS	NATURE OF THE WORK
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APS must be notified of and must approve of any changes of proposed subcontractors) which may occur during the life of the contract. The general contractor shall be fully responsible for the work of the subcontractors), at any tier, to the full extent of the requirements of the contract. Contractor shall not charge APS mark up for Sub Contractor services.

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

OFFEROR'S AGREEMENT

ATTACHMENT 1

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR

STREET ADDRESS

PO BOX

CITY/STATE/ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

AUTHORIZED SIGNATURE

TYPE OR PRINT NAME OF ABOVE

TITLE

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

ATTACHMENT 2

BID SUBMITTAL REQUIREMENTS AND CHECK LIST

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

- _____ Copy of Insurance Certificate (see paragraph 16, pages 3-4)
- _____ Copy of current MS #12 license (see paragraph 18 page 4)
- _____ Copy of your current "New Mexico State Fire Marshall's Office Certificate of Fitness" (see paragraph 18, page 4)
- _____ Subcontractor Listing (see details paragraph 8, page 6—fill out form on page 15)
- _____ Bid Pricing (page 18)
- _____ Copy of all your company's inspection and test report checklists (see paragraph 3.2, Pages 11-12)
- _____ Completed Employee Listing/Training Credentials (see details on paragraph 3.2, pages 11-12, fill out form on page 19)
- _____ Completed Conflict of Interest Form (pgs 20-21)
- _____ Completed Offeror's Agreement Form (Attachment 1, page 16)
- _____ Bid Submittal Requirements and Check List (Attachment 2, page 17)
- _____ Terms and Conditions (pages 22-23)
- _____ Resident/Veteran Preference Certificate

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

VENDOR: _____

NOTE: Review the pricing guidelines on page 8, Items 1.2 through 1.2c. Contractor agrees to perform the work according to the terms and conditions and the specifications described herein at the prices stated below throughout the time period of this contract.

Item No.	Weighted Description	Value	x	Price Quote	=	Extended Total
1.	INSPECTION/TEST OF WET/DRY SPRINKLER SYSTEMS					
				Price per		
la)	Annual Walkthrough Inspection	170		hour/		
				Price per		
lb)	Quarterly Inspection Single Riser	165		inspection/		
				Price per		
1c)	Quarterly Inspection Split Riser	25		inspection/		
				Price per		
1d)	Quarterly Inspection Dry Pipe System	3		inspection/		
				Price per		
le)	Annual Inspection/Flow Test of fire pumps	10		hour/		
				Price per		
lf)	Annual Trip Test of Dry Pipe Systems	3		hour/		
2.	REPAIR					
				Price per		
2a)	Regular Hourly Rate	20		hour/		
				Price per		
2b)	Overtime Hourly Rate	5		hour/		
				Price per		
2c)	Repair Parts (percentage discount from list)	\$100		%		
3.	Extra charges incurred for after hours (if any): _____					

GRAND TOTAL (ITEMS la-2b) _____

Submittals: See bid Submittal Requirements and Check List (attachment 2, page 19)

Award: All factors will be considered in proportion to weighted value for each item. Award will be made to overall low bidder for items 1 and 2 inclusive. All licenses/certificates/employees/credentials and checklists listed above must be included in bid package or bid will be considered non-responsive and rejected.

Tax Rate: State your business location's tax rate: _____

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

Bid No. 13-022SC-SL BID: Fire Sprinkler Systems

QUALIFIED EMPLOYEE LISTING

Submit this listing and copies of credentials with bid document. (see section 1.4 page 9 & section 3.2, page 11)

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

List and attach copies of all Training Credentials (in sequence with above names):

Resident Veterans Preference Certification

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$ 1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(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.

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
FIRE SPRINKLER SYSTEMS
13-022SC-SL**

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 Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature:

Name of Person Signing (typed or printed):

Title:

Date:

Name of Company (typed or printed):

Address:

City/State/Zip:

Telephone No:

Fax No.:

Email Address:

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No. 13-022SC-SL**

Preparation of Bids

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

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

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

General

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

Qualifications of Bidders: APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to 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, at anytime, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

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

Contingency

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

Other Applicable Laws

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

Non-Collusion

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

Signature of Authorized Representative _____

Type or print name of above _____

Name of Firm _____

Address _____

Area Code and Telephone No. _____

Contractor's License No: _____
(If Applicable)

Resident Certification No: _____
(If Applicable)

Fax No: _____

Email Address: _____

Federal ID No.: _____