



# ***ALBUQUERQUE PUBLIC SCHOOLS***

**Invitation to Bid: 17-023 DW-KN  
FULL SERVICE PAINT AND RELATED PRODUCTS**

**BID DUE TIME AND DATE:** 09/15/2016 @ 2:00 PM (LOCAL TIME)  
**PURCHASING CONTACT:** Daniel Dominguez at 505-878-6119  
**E-MAIL:** Daniel.Dominguez@aps.edu

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

**OFFICIAL CONTACTS ONLY**

This Bid contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See item 6 (Page 2) of General Instructions of this document.

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## GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than September 15, 2016 at 2:00 pm (local time).
2. It is the bidder's responsibility to ensure the bid arrives before the due date and time. Bidders are cautioned that "late is late". It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, U.S. mail service delivery, etc.
3. Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept bids electronically, by fax, or email as a hardcopy with original signature must be submitted. Any and all Bids not received by the submission date and time shall be rejected.
4. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	8/25/16
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	9/6/16 @ 5:00pm (local time)
Submission of Bid	Bidder	9/15/16 @ 2:00pm (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD
Post-Award Meeting	M&O Paint Shop & APS Paint Service Contractors	TBD

5. To ensure proper identification and handling, clearly indicate the BID number, Bid title, opening date, opening time on the outside of the sealed response envelope:

**PHYSICAL ADDRESS:**

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

**MAIL TO:**

(Allow minimum 5 business days for US mail):

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

6. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.
7. Any inquiries or requests regarding clarification of this bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of the District. Any contact with an APS Department or School may automatically result in a rejection of bid. Any other communication will be considered unofficial and non-binding.
8. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the Bid. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
9. It is the responsibility of every bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement> and click on “See Current Bids and RFPs”) prior to the due date before submitting their bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted bid.
10. 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.
11. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.
12. APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.
13. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:
  - “APS” shall mean Albuquerque Public Schools
  - “Bidder” is any person, corporation, or partnership who chooses to submit a bid.
  - “Contract” shall mean an agreement for the procurement of items of tangible personal property or services.
  - “Contractor” shall mean successful supplier.
  - “Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
  - “Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“District” shall mean Albuquerque Public Schools

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

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

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

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

14. Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements.
15. The District reserves the right in its sole discretion to waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.
16. This bid may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
17. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidder submitting responsive bid with resulting agreements most advantageous and in the best interest of the District.
18. All costs incurred by a Bidder in connection with responding to this Bid, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.
19. This procurement in no manner obligates Albuquerque Public Schools until a valid signed pricing agreement or valid Purchase Order is executed.
20. The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. Albuquerque Public Schools reserves the right to the sole judge to determine “meets or exceeds”.
21. The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.
22. The contents of the bid will available to the public at bid opening. The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

23. Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
24. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.
25. APS will not select from multiple offers on a single document. If bidder offers more than one brand/price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is a low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit s "Bid #2". Each bid must stand alone and comply with the terms and conditions of the contract. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.
26. The bid price shall be a delivered price. All materials shall be shipped F.O.B Destination Freight prepaid as specified in the Invitation to Bid. The bid price shall be valid for 60 days after opening.
27. APS reserves the right to negotiate pricing with successful bidder(s) for equipment/parts related to this contract but which are not specifically included herein.
28. In the event APS receives comparable pricing structures and list prices in the same categories, then APS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.
29. Albuquerque Public Schools reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part, if is in the best interests of Albuquerque Public Schools. Additionally, the District reserves the right to reject any or all bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder.
30. The District reserves the right to increase or decrease the quantity of any item called for, add additional related items as the District deems necessary or to eliminate any item entirely.
31. It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.

32. If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Albuquerque Public Schools reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed in the best interest of the District.
33. Any resulting purchases under the bid will be made by Albuquerque Public Schools purchase order or procurement card. Quotes provided to Albuquerque Public Schools will be quoted as provided on the Invitation to Bid and will reference the bid number so verification of pricing can be made.
34. Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of certificate issued by State of New Mexico Taxation & Revenue. If bid is Joint Venture, Bid shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

## TERMS AND CONDITIONS

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



- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

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

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

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

Bodily injury, each person, excluding medical and medically related expenses	\$400,000
Medical and medically-related expenses	\$300,000
Vehicle Bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, each occurrence	\$200,000

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

NOTE: Certificate holder shall be: Albuquerque Public Schools.

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

11. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools.
14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST:** By submitting a bid, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
16. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: destination (District's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.

21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.
23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
25. **PROTEST:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

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

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

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

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

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

26. **BIDDER ACKNOWLEDGEMENT:** By responding to this Bid, Bidder acknowledges and agrees to the terms and conditions set forth in this Bid and certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District. Bidder also confirms that he/she is an authorized New Mexico dealer/distributor for items listed in this bid.

## TECHNICAL SPECIFICATIONS

1. **Intent:** APS invites you to bid on an indefinite quantity contract for the purchase of **Full Service Paint and Related Products** to be supplied on demand. Specifications and requirements to follow.
2. **Scope of Work:** The APS Special Projects Department is in charge of general refurbishing and minor remodeling within the district. While it is the responsibility of the Maintenance and Operations Department to repair and maintain all buildings. The intent of this solicitation is to establish a full-service paint and related products supplier to furnish the necessary materials for these two primary using departments on a timely basis. The successful contractor may also experience occasional walk-in trade from schools who may be purchasing items such as spray paint or miscellaneous sundries for drama classes, art projects, etc.
3. **APS Painting Service Contractors:** A major requirement for this contract is that the awarded vendor(s) must accommodate existing APS Painting Services Contractors to acquire paint and products for APS projects from the vendors at APS's pricing awarded on this contract. These painting contractors will be ordering paint and products for a specific APS job that they have been assigned to by our APS M&O department. The awarded paint must honor the contract pricing and invoice at this APS price. A detailed copy of the invoice shall be given to the painting contractor and they will use this when submitting their final invoices. At present we use three (3) painting contractors and they are:
  - Omni Construction
  - Ultra Painting, Inc.
  - Vigil Contracting Services, Inc.
4. **Post-Award Meeting:** Upon award of this contract, the paint vendor must immediately meet with these contractors and APS M&O Paint Shop to set up accounts for these contractors to use for APS projects, using our contract pricing.

Robert Chavez from the Paint Shop and Isabel Seiler in M&O Supporting Services will help facilitate this process based on our previous use of these contracts between the painting contractors and the painting suppliers.

This is a mandatory requirement for the execution of this contract and will be considered for the final award. If your company cannot accommodate this requirement then your bid will be considered non-responsive and rejected.

5. **Inventory, Warehouse, Delivery and Over-The-Counter Sales:** APS will review its upcoming projects with the contractor as often as necessary to establish lead time, starting dates, product to be used, estimated quantities, etc. Contractor must have sufficient space available to warehouse materials if required to do so and also provide loading capacity on the premises. APS does not stock paint as an inventory item except for the immediate short term in order to be able to dispatch daily crews. Contractor also must be available and responsive to emergency situations. Fire or flood damage, for example. Will typically be restored as soon as possible.

Product may also be ordered for delivery to the job site. All orders will be supplied F.O.B. destination including cost, insurance and freight. Maintenance and Operations and FD&C tends to pick up most (about 75%) of its materials using APS vehicles. Delivery times are coordinated in advance. Painting Service Contractors usually pick up their products based on project requirement. Product ordered by APS and not yet used or delivered by the end of the contract will be paid for by APS at the prices then in effect unless otherwise agreed. If the contract has expired and/or there will be no renewal or if the contract is terminated for any reason, APS shall have fifteen (15) days to take delivery of materials. However, deteriorated product due to contractor's negligence, damaged items, failure to rotate stock, improper handling procedures, etc. will not be the responsibility of APS and such product will not be paid for by APS at any time.

Contractor must be prepared to service walk-in trade for miscellaneous items. Any employee attempting to purchase on behalf of APS must be specifically authorized to do so by the APS contact person. Contractor shall satisfy himself as to the validity of the transaction beyond a reasonable doubt. Signatures must also include the APS work order, employee's I.D. number, and printed full name. Initials only are not acceptable. APS will not be responsible for unauthorized purchases or those which cannot be identified.

Returns will be accompanied by the delivery ticket or copy of invoice. Generally speaking, APS will make every attempt to adhere to contractor's return policy with whatever procedures contractor deems necessary. Credits will be issued only to the APS account and under no circumstances to the individual.

- 6. Product and Service:** APS uses a wide variety of paint and paint related items. It is the intent of this contract that the successful contractor be able to furnish small equipment items, repair parts, and sundries as well as paints, varnishes, stains, solvents, cleaners, etc. Purchases for equipment costing more than \$200 per item will be bid/bought separately at best available price for comparable quality and not necessarily from this contractor.

There may be occasions where only a quart of paint is needed, for example, to cover up graffiti; therefore we would request that you also submit pricing per quart for all applicable items. Please submit your companies list and price list under separate cover.

APS is also interested in the use of "green (Low VOC) products" that your company may provide in reference to this contract. Please submit specifications and pricing for any "green products" that may be used within this contract. These prices are not part of the pricing evaluation but may be considered in evaluating the comprehensiveness and completeness of the bid submittal.

APS uses more interior semi-gloss latex enamel than any other single paint. Please identify your product in this category and include the formula with your response. If this is proprietary information, please note that in your response. How often does a product formula change and under what conditions?

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How and when do you notify your customers of a change in formula?

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7. **Sundries and other Miscellaneous Items:** The following list is not intended to be comprehensive, but to give the potential contractor some idea of the variety of items which may be called for, including but not limited to such items as sandpaper, ladders and accessories, sprayers, masking tape, polyfilm, rollers and roller covers, buckets, strainers, gloves, face masks, drop cloths, scrapers and blades, utility brushes, wallboard tools, cheese cloth, sponges, pumice, steel wool, joint compound, patching materials, putty, linseed oil, mineral spirits, rags, trays, etc.
8. **Quality Assurance:** All products must comply with MPI standards indicated and listed on the “MPI Approved Product” list.

Alternate products may be used with APS’ prior consent in the event of material shortages, mill allocations, discontinued items and the like; however, it will be the responsibility of the contractor to bring these circumstances to the attention of the appropriate APS contact. Contractor must have backup sources available.

Successful contractor must: have working expertise in the paint industry. Contractor’s personnel may be called upon for assistance in job estimating, best approach to a special application, and help in assessment of damages during an emergency repair and similar circumstances. Contractor shall be current in the trade and be able to present new product, new applications, etc. as more efficient methods or items become available. APS is particularly concerned with environmental hazards. Contractor may also be asked to participate in or conduct meetings for the purpose of exchanging information, updating specifications, training sessions, product demonstrations, etc. for administrative personnel or actual work crews.

Contractor will mix paint for special projects.

9. **Safety:** Paint products will be “lead free” per OSHA regulations, not greater than the level of laboratory analytical detection. Reminder that all products are listed in “MPI” Approved Product list.

APS must receive current Material Safety Data Sheets (MSDS) as necessary during the life of the contract. Do you have procedures in place which will allow for provision of and updating of this type of information in a timely manner? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

What firm is responsible for the information? \_\_\_\_\_

10. **Product Testing:** Since the interior semi-gloss enamel has the highest usage and therefore potential cost savings, each prospective contractor must deliver to APS Procurement one (1) gallon of their interior semi-gloss latex enamel that they are bidding on. The product should be delivered on or before the bid opening. The product testing will be done internally by the M&O Paint Shop staff. APS Procurement will provide a series of questions and scoring sheets for each product as APS painters apply one coat of paint to a designated area. The applications will be alike for all prospective contractors (i.e. plain wall, graffiti wall, door jamb, etc.) M&O Paint Shop will then forward the results to APS Procurement for inclusion in the scoring.
11. **Locations:** Bidder(s) must provide a detailed list of all store locations and contact person(s) located in the APS coverage area. Companies that have more locations will be given more consideration so that transportation costs for our departments and painting contractors are kept at a minimum and they don’t have to go long distances to get the paint to the work site.

**12. Pricing:** Detail the pricing structure which you will use to service the APS account. **The proposed method shall be at a discount from list** and is subject to further negotiation/clarification prior to any award. Submit with your proposal a representative list of materials, or inventory, catalog, etc. with the corresponding discounts from list. Cover all aspects of the contract. Discuss also how a specialty product purchase will be priced. A discount(s) from list price is preferred. However, the list must be in common use either for the contractor’s general clientele or other government accounts.

Prices artificially derived for APS will not be acceptable. “List” is defined as an established catalog or schedule of prices in a form regularly maintained by the manufacturer and published or otherwise available for customer inspection. APS will consider no price increase without proper documentation. Adjustments must be approved prior to implementation. Price increases will not be unique to APS. The district will pay fair market value only; consequently, price decreases will also apply. Invoice must correspond to the agreed upon price structure. Contractor must be prepared to show proof of the “list”, for example, if cost will be determined by a discount. Don’t include any taxes in your pricing structure. Tax rates will fluctuate as determined by law and will be paid to the contract as applicable by APS. Add to invoice as a separate item with a grand total clearly set forth.

**13. Purchase Orders and Invoicing Procedures:** Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed. Actual quantities of award materials requested by APS and delivered by bidder will be charged against this Price Agreement. Each pick-up/delivery shall be ticketed separately, showing the APS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the material(s). Initials only are not acceptable and will not be processed for payment.

There will be two primary using departments within APS: 1) Maintenance & Operations and 2) Facilities Design and Construction. Contact personnel will be established within each using department who shall be responsible for contract management, coordinating individual orders and delivery dates, resolving invoicing problems, applying for credits, return of defective product, etc. Some of the trade will be “walk-in”. Contractor must satisfy himself as to the validity of each transaction beyond a reasonable doubt. APS is not responsible for unauthorized purchases or those which cannot be identified. Credits will be issued against the APS account.

Itemized invoices, clearly referencing appropriate pricing agreement number and bid number shall be submitted monthly to APS Maintenance & Operations, 915 Locust SE, Albuquerque, NM, 87106. Copies of completed forms with information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.

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

An emphasis will be placed on correct invoicing. Pricing will match the contract to the penny. Contract compliance is essential to this contract. Vendor must provide Procurement and M&O Support a system so that pricing compliance can be made on every invoice. Please describe how your company can facilitate this process in a timely and efficient method.

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**14. Basis of Award:** Award(s) will be based primarily upon best bid price list for comparable list/product or group of products which will be weighted at 75% and secondarily on the product testing evaluation scores which will be weighted 25% for evaluation purposes. Delivery, comprehensiveness and currency of price list(s), walk-in trade and the best interests of the district may be factors in bid award. Sample product will be required for testing purposes and such product will be furnished at the sole expense of the contractor. Laboratory or similar product analysis, if necessary, will be at the expense of APS. Facility visits may also be scheduled.

Pricing will be scored by the following criteria:

$$\frac{\text{Lowest Bid Cost}}{\text{Offeror Bid Cost}} \times \text{evaluation points (listed on price list)} = \text{awarded points}$$

Final score will then be calculated for each vendor, highest possible score is 100 points. Bids will then be ranked by this score. Discount from list requested on price list will then be reviewed and evaluated for best value and to ensure that each bidder is in the competitive range. These discounts will not be factored in the scoring and evaluating process.

Quality is of prime consideration. Paint quality will be a main determining factor in the testing of the latex semi-gloss enamel done by the M&O Paint Shop staff. **A list of commonly used products follows. Please provide your companies detailed price list for these items, for evaluation purposes please provide pricing per gallon for each item on the list. Bidders must bid on all items on the list. Failure to bid on all items may result in rejection of bid submittal.** Please indicate the products and pricing that will remain firm during the life of the contract. Please discuss the product lines which you will provide if awarded this contract. Bidder shall furnish the most current product data specification sheets supporting and certifying the claimed criteria that has been entered next to the paint being offered. **Failure to submit data specification sheets for each item with this bid shall render the bid non-responsive and will be rejected.**

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



# PRICING LIST

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

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

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

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

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

**Contact information for Sales Department**

**Contact information for POs/Invoicing/Etc.**

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

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

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

Please provide the manufacturer, and tem/catalog numbers for each product along with your price.

**Reminder:** You must bid on **all** items listed below. Please provide data specification sheets for each product with your bid.

ITEM	DESCRIPTION	UNIT	EVALUATION POINTS	UNIT PRICE
001	Interior Latex Semi-Gloss Enamel	Gal	10	\$ _____
002	Acrylic Low VOC Interior/Exterior Semi-Gloss	Gal	6	\$ _____
003	Interior/Exterior Oil Based Enamel	Gal	10	\$ _____
004	Exterior Flat Latex	Gal	10	\$ _____
005	All Purpose Primer-Water Base and Oil Based	Gal	7	\$ _____
006	Traffic Paint Oil Base: White	Gal	10	\$ _____
	Traffic Paint Oil Base: Blue	Gal	10	\$ _____
	Traffic Paint Oil Base: Black	Gal	10	\$ _____
	Traffic Paint Oil Base: Yellow	Gal	10	\$ _____
	Traffic Paint Oil Base: Red (ability to make Green) (Please bid each color)	Gal	10	\$ _____
007	Interior Flat Latex	Gal	4	\$ _____
008	Interior Satin Latex Enamel	Gal	4	\$ _____
009	Interior/Exterior 100% Acrylic S/G Latex Enamel	Gal	7	\$ _____
010	Exterior Latex Semi-Gloss Enamel	Gal	4	\$ _____

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EVALUATION POINTS</b>	<b>UNIT PRICE</b>
011	Interior/Exterior Gloss Floor Paint	Gal	4	\$ _____
012	KILZ Original: primer (Stain Blocker)	Gal	4	\$ _____
013	Paint Thinner	Gal	10	\$ _____
014	Lacquer Thinner	Gal	5	\$ _____
015	USG Drywall Mud	Gal	10	\$ _____
016	20 Minute Drywall Mud	Powder in Bag	10	\$ _____
017	Spray Texture – Orange Peel – Oil Based Cans			\$ _____
018	Spray Texture – Knockdown – Water Based Cans			\$ _____
019	Deep-Tone Tint Colors	Gal	2	\$ _____
020	Discount offered off regular published price list: other interior/exterior paints, primers, varnishes, stains and thinners for both gallons and quarts if different.			_____ % (gal) _____ % (qt)
021	Discount offered off regular published price list: painting related sundries (i.e. brushes, rollers, tape, lambs wool, caulk, drywall, etc.)			_____ %

Firm Name \_\_\_\_\_  
Bid No. 17-023 DW-KN

**SPECIFICATIONS EXCEPTION FORM**  
**FULL SERVICE PAINT & RELATED PRODUCTS**

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

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

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

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

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

**CONFLICT OF INTEREST**

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

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

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

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature Date Title (Position)

# RESIDENT VETERANS PREFERENCE CERTIFICATION

## BID 17-023 DW-KN FULL SERVICE PAINT AND RELATED PRODUCTS

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

**Please check one box only**

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

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

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

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

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

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

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

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

\*Must be an authorized signatory for the Business.

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

# BID SUBMITTAL REQUIREMENTS AND CHECKLIST

## BID 17-023 DW-KN FULL SERVICE PAINT & RELATED PRODUCTS

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

- Bid Price List (with signature and contact information completed) – pg. 17-18
- Pricing for Quarts – pg. 13, section 6
- Specifications/Pricing-Green Products – pg. 13, section 6
- Detailed list of store locations and store contacts – pg. 14, section 11
- Completed Conflict of Interest Form – pg. 20
- Campaign Contributions Form – pg. 21-22
- Resident/Veteran Certificates – pg. 23
- Bid Submittal Requirements and Check List – pg. 24

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(Signature)

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(Date)