



# ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

**BID 18-011MG**

**BID TITLE: Indoor Bleacher Inspection, Repair & Replacement**

## BUYER CONTACT INFORMATION

<b>Name</b>	Marilee P. Gallacher, SPSM
<b>Phone Number</b>	(505) 878-6118
<b>E-Mail</b>	Marilee.Gallacher@aps.edu

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 other communication will be considered unofficial and non-binding. Please note the last day for questions in the bid schedule.

## BID SCHEDULE

Action	Date & Time
Bid Issued	9/20/2017
Pre-Bid Meeting, Mandatory	10/3/17 at 11:00am
Pre-Bid Meeting Location	Procurement Conference Room, City Center
Deadline for Questions, via email only	10/3/2017 @ 5:00 pm (local time)
Bid Due Date & Time	10/17/2017 @ 2:00 pm (local time)

**NOTE: The time stamp from the APS Procurement Department Bid Clock is the official submission time on all bids and proposals. No late bids will be accepted.**

## BID SUBMITTAL LOCATION

Physical Address (No USPS Mail*) For Carrier or Hand Delivery	USPS Mailing Address <b>ALLOW 5 ADDITIONAL DAYS FOR DELIVERY</b>
Albuquerque Public Schools ATTN: Procurement Department 6400 Uptown Blvd. NE, Suite 500E Albuquerque, NM 87110	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87124-0704

Ensure that the following bid information is clearly labeled on the **sealed package** containing the bid submission. **Please note: if the sealed bid is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed bid:**

- Offeror's Business Name** (not an individual's name)
- Bid Number & Title
- Bid Due Date & Time

**\*APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box. If a letter or parcel is mailed via USPS to the physical address, it will NOT reach our office.**

## BID TERM

APS reserves to right to enter into a **six (6) year** indefinite quantity contract with awarded Bidder(s).

# SUBMISSION COVER SHEET

*(Submit with your bid)*



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

Signature of Authorized Representative: \_\_\_\_\_

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

Contractor's License # (if applicable): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Resident/Veterans Preference Certification No. (If applicable): \_\_\_\_\_  
(Attach copy of certificate)

**Contact information for Sales Department (please print legibly):**

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

Telephone: \_\_\_\_\_

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

**Contact information for POs/Invoicing/Etc. (please print legibly):**

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

Telephone: \_\_\_\_\_

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

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

## BID SUBMITTAL REQUIREMENTS AND CHECKLIST

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

### PRINTED SUBMITTALS:

- Submission Cover Sheet, **SIGNED**
- Bid Price Forms – **DO NOT SUBMIT ANY PRINTED CATALOGS.**
- Specification Exception Form, **SIGNED**
- Completed Conflict of Interest and Debarment/Suspension Form (see Compliance section), **SIGNED**
- Campaign Contributions Disclosure Form (see Compliance section), **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate, if applicable, **SIGNED**
- Addendums (if applicable) – **before** submitting your bid, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>
- Sample Inspection Checklist
- Bid Security

### ELECTRONIC SUBMITTALS:

- Electronic Price List/Catalog (either include a web-link where your pricing lists/catalogs can be found (in the space provided on the Bid Pricing List) **or** include a CD or Travel Drive with your pricing list/catalogs)

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# **INSTRUCTIONS FOR ALL BIDDERS**

## INSTRUCTIONS FOR ALL BIDDERS

1. **READ ALL DOCUMENTS.** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted bids be in compliance with all the provisions contained in the Invitation to Bid. No claim shall be made nor will one be allowed the Bidder for negligence, misunderstanding, or error in this regard.

The submission of a bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid.

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.

2. **ELECTRONIC BID DOCUMENTS.** This Bid is being made available by electronic means. In the event of conflict between a version of the RFP in the Bidder's possession and the version maintained by Albuquerque Public Schools (APS), the Bidder acknowledges that the version maintained by APS shall govern.

3. **FORMS AND ATTACHMENTS.** Each bid must be submitted on the prescribed form. It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement>) then select "See Current Bids and RFPs") prior to the due date before submitting their bid to APS. All addendums must be acknowledged in the submitted bid. 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, US Postal Service mail delivery, etc.

No Addendum will be issued later than SEVEN (7) 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.

4. **PRINTED OR TYPED RESPONSE.** All blank spaces for bid prices must be filled in with ink or typewritten.
5. **CORRECTIONS.** Corrections shall be initialed in ink by the person signing the bid. Bidders will be allowed to withdraw their bid at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request to the Buyer and signed by the Bidder to withdraw their offer. The approval or denial of withdrawal requests received after the deadline for receipt of the bids is governed by the applicable procurement regulations.

A Bidder may submit an amended bid prior to the deadline for receipt of bids. Such an amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble bid materials for the Bidder.

6. **BID CONTRACT MODIFICATION.** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications or price agreements stated in this contract. This contract is

the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

Submit all questions about the proposed bid contract specifications including any discrepancies, omissions, or ambiguities noted by any Bidder. If appropriate, APS Procurement will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. All bids shall be responsive to and include any addenda issued prior to bid opening.

7. **PRICE IS ALL INCLUSIVE.** The bid price shall be an inclusive price. All services and materials shall be itemized on each quote, per project. Any materials being shipped to an APS site must be shipped F.O.B. Destination Freight prepaid as specified in the Invitation to Bid.

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.

8. **BRAND NAMES.** 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.
9. **BID PRICING DURATION.** Responses, including bid prices, will be considered firm for ninety (90) days after the due date of the bid.
10. **PRICE DISCREPANCY.** 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.

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 as "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.

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.

11. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements.

The Buyer, after review of the bids, may request clarifications on information submitted by any and all Bidders in a written format, with a specified deadline for response.

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.

12. **AWARD CRITERIA.** The bid will be awarded to the lowest responsible and responsive Bidder(s) who is authorized/certified by bleacher manufacturers, that meets or exceeds the specifications/scope of work outlined in the Bid Documents. APS reserves the right to the sole judge to determine “meets or exceeds”.

APS reserves the right to award to multiple responsive Bidders, if it is deemed to be in the best interest of the District. See paragraph 18. Additionally, APS 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.

No commitment is made by the District as to quantity and frequency of purchase. APS reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.

13. **PREFERENCES.** 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 the certificate issued by State of New Mexico Taxation & Revenue. If Bid is a Joint Venture, Bidder 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.

14. **TIMELY SUBMISSIONS.** Bids must be submitted by the due date and time. APS 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. 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.

Any and all bids not received by the Bid submission due date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your bid early.

15. **BID CANCELLATION OR REJECTION.** This bid may be canceled or may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

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.

16. **PRE-BID MEETING – MANDATORY.** APS will have a mandatory pre-bid meeting on October 3, 2017 at 11:00 AM. The meeting will be held at the APS District Office located at 6400 Uptown Blvd NE, Albuquerque, New Mexico 87110, in Suite 500, East Tower, Procurement Department Conference Room.

17. **BID OPENING.** The contents of the bid will be 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. 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.

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(s) submitted responsive bids with resulting agreements most advantageous and in the best interest of the District.

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.

18. **NEGOTIATIONS.** APS reserves the right to negotiate pricing with successful Bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.
19. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.
20. **AFTER AWARD.** 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.

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.

This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.

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 Price Agreement number so verification of pricing can be made.

21. **DEFINITIONS.** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Agency” shall mean Albuquerque Public Schools (APS).

“Contract” shall mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean the successful Bidder.

“Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. 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 (APS).

“Invitation to Bid” or “Bid” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

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

“Offeror”, “Bidder”, or “Proposer” is any person, corporation, or partnership who chooses to submit a bid.

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

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

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

# **TERMS & CONDITIONS**

## TERMS & CONDITIONS

1. **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.
2. **MINIMUM AMOUNT:** APS does not guarantee a minimum amount of purchases of goods or services in conjunction with award of this invitation to bid.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.

8. **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 APS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

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

It is the contractor's responsibility to secure, in a timely manner and pay for, all necessary permits required by a particular job. The exact cost only of job permits will be reimbursed by APS. Add to invoice as a separate 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.

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 APS 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:
- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

- c. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

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. **REGISTRATION:** Pursuant to NMSA 1978 §13-1-105, any Bidder, contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) must be registered with the Department of Workforce Solutions, as required by Section 13-4-13.1 NMSA 1978, as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price. A prime contractor which has included an unregistered subcontractor in its bid may elect to withdraw its bid. If the Bidder fails to notify APS within 4 business days that Bidder has substituted a registered subcontractor for the unregistered subcontractor, Bidder shall be deemed to have withdrawn its bid.
12. **BID SECURITY:** Bidder shall provide, with the bid proposal, bid security in the amount of 5% of \$75,000 (\$3,750.00). Bid Security shall be payable by a certified check, cashier's check, cash, money order or bidder's bond payable without condition to Albuquerque Public Schools, Board of Education, Albuquerque, New Mexico. Bid security will be returned as soon as practical after the opening of bids and the successful bidder(s) has furnished the performance and payment bonds, or if no award has been made within 30 days after the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.  
  
The bid security shall be given as a guarantee that the bidder will enter into an agreement with the owner as provided within these documents and furnished as requested payment/performance bonds, insurance certificates and applicable endorsements if awarded this contract. If the bidder should fail to execute and deliver to APS the required bonds, insurance and/or other required documents within 10 days or satisfactory evidence that said documents will be furnished) after notice of award, then APS may collect on the bid security, recover appropriate damage and terminate any and all rights or interest of the bidder with respect to this contract.
13. **BONDING REQUIREMENTS:** The successful bidder, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% of \$100,000 (or satisfactory evidence that such bonds will be furnished within seven days). Bond must be satisfactory to APS, executed by a surety company authorized to do business in this state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

The bond shall stay in full force and effect until final acceptance of all projects initiated under the agreement. If the total of the projects accomplished under this contract exceeds \$100,000, contractor shall be responsible to bond all additional amounts. Should any surety become insolvent or cease to do business in New Mexico, notice will be given the contractor to that effect and the contractor shall immediately provide a new surety satisfactory to APS. No payment will be made under the contract until the new surety is qualified and bond accepted by APS.

It should be noted that the \$100,000 bond amount is an arbitrary figure considered by APS to cover work in progress at any given time. After payments against the contract have exceeded this figure, the contractor's surety shall bond additional work and bill your company as necessary. There is no line item for extra bond fees in the Bid. The bidder is to build the additional bond fees into his/her priced items provided in this Bid.

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

14. **WAGE INFORMATION:** **Should any single repair or bleacher replacement exceed \$60,000.00, a wage decision from the Department of Labor shall be required for the project, and should be incorporated in the offeror's quote for repairs for that specific project. An allowance to increase the labor rates from the amount provided in the pricing section of this solicitation by the percentage increase referenced on any particular wage decision issued will be allowed.**
15. **SUBCONTRACTORS:** The Contractor may subcontract portions of the work to qualified and licensed subcontractors. The contractor shall be fully responsible for the work of the subcontractors, at any tier, to the full extent of the requirements of the contract. No markup will be allowed for subcontracted work. Prices for all work shall be priced according to the general contractor's PA. The purpose of this requirement is to ensure that the contractor shall have pursued award of this contract with full intent to perform on his/her on behalf. Attempts to mobilize a subcontractor with the sole objective of passing through unnecessary markups will not be allowed.

There is a State Procurement Code requirement to list subcontractors as described in NMSA 1978 13-4-34. Since this is an "On Demand" ITB for multiple projects, any project estimate to be done for APS that includes subcontracted services shall require a subcontractor listing with the individual estimate. **A subcontractor listing is not required with your bid at this time.**

For purposes of this bid, the listing threshold is established as \$5,000.00. When a project is identified the contractor shall 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 \$5,000.00 and shall include the subcontractor's NM Department of Workforce Solutions Registration Number. The subcontractor is required to be registered at the time of your individual project estimate when it is submitted to APS. When a project is estimated, contractor shall state the New Mexico license number NM Workforce Solutions registration number and nature of the work to be done by each subcontractor on the Subcontractor Listing. You shall list only one subcontractor for each category as defined by you in each project proposal.

16. **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.

17. **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.
18. **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 APS.
19. **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.
20. **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.
21. **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.
22. **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).
23. **FOB**: Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
24. **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.
25. **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.
26. **ACCEPTANCE**: Acceptance of delivery of goods and/or 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 their goods/services are conforming and fails to make an effective rejection.

27. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods/services when it is discovered, in a reasonable time, that the Sellers non-conforming goods/services substantially impair the value of the goods/services.
28. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS/SERVICES:** The Seller, upon notice of revocation of acceptance, shall correct without charge, and deliver conforming goods or provide conforming services in a reasonable time
29. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of APS.
30. **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.
31. **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:

- A. State the reasons for the action taken; and
- B. 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)

# **TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

### GENERAL REQUIREMENTS

**To provide inspections, repair, or replacement of bleachers at APS school sites, as needed.**

1. **SCOPE OF WORK:** This is an indefinite quantity contract to inspect, repair and/or replace bleachers at various APS sites. Contract will consist of:
  - Completion of APS Yearly Bleacher Inspections and Reports.
  - On-call inspections with inspection reports.
  - **NOTE:** There is ***no*** preventative maintenance performed in conjunction with the inspections; they are **inspections only**.
  - Inspection reports to include quotes for any recommended repairs and/or replacement.
  - Repair services when needed; to include electrical.
  - Refurbishment or replacement of existing bleachers, when repair versus replace decisions necessitate, under the authorization of APS.
  - It should be noted new construction site installations are not covered by this contract. They will generally be installed through the new construction site's general contractor.

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

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

Current Conditions: APS bleachers have been inspected/repared on a regular basis. See Attachment A for the list of existing bleachers.

All bleachers have been motorized. Bidders should assume all equipment is in satisfactory operating condition when preparing bid prices.

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.
3. **ANNUAL INSPECTIONS:** Price shall include detailed accounting of contractor's labor charges.

Should APS require the contractor to inspect bleachers outside of the approved inspection schedule, contractor shall bill APS at the quoted inspection rate for that site. Contractor shall complete each cluster's inspection report and submit a separate, detailed quote for any recommended repairs within 30 days of receipt of work order.

4. **WORK ORDERS:** Price shall include detailed accounting of contractor's cost, including labor and detailed backup for cost of recommended equipment and materials necessary to perform repair work.

5. **REPAIR OR REPLACEMENT:** Items on pricing quotation, regular hourly rate and overtime are to be quoted for necessary repair or replacement of system components, as approved by APS. Quoted costs must be detailed.
6. **PARTS:** Miscellaneous repair parts will be provided at contractor's cost, plus quoted percentage overhead factor. Every invoice for parts must include documentation clearly indicating contractors' actual cost plus quoted overhead percentage. Contractor must include any documentation required to substantiate the charges of items.
7. **PROMPT RESPONSE:** Routine inspections will be in accordance with the established APS schedule, including any authorized repairs. Additional non-emergency calls shall be responded to as soon as possible-but always within the same 24-hour period. All emergency calls will require immediate response 24 hours a day, 7 days a week, requiring emergency response within 4 hours.
8. **LICENSING AND WORKMANSHIP:** Contractor(s) shall be properly licensed by the New Mexico Construction Industries Division and all work of this contract shall be performed by workers skilled in the required trades.
9. **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.
10. **STANDARDS:** All work and materials shall comply with the latest recommendations and standards as set forth in the latest edition(s) of pertinent City, Municipal, County and State codes and ordinances.
11. **PROTECTION OF ADJACENT SURFACES:** the contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, electrical systems, piping, furnishings and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of APS.
12. **PROTECTION OF THE WORK:** The contractor is responsible for the protection and securing of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.
13. **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.
14. **ESTIMATES:** APS will not pay for installation/repair estimates. Contractor shall include those costs in the price of the contract
15. **INSPECTIONS AND REPAIRS:** All inspections and all repair work will be inspected by APS designee with or without prior notification to the contractor. All new installation or replacement work shall be inspected in accordance with the city/state codes before inspection by APS personnel.
16. **WARRANTY:** Contractor shall warranty service calls/repairs for 90-day. Contractor shall warranty new equipment, materials and installation workmanship furnished and installed by him under this contract, to be free from defects and shall agree to replace, at his own expense and without expense to APS, any and all defective equipment, parts etc., for 12 months after final acceptance by APS.

17. **POST AWARD CONFERENCES:** After bid award, the contractor shall meet with APS Director of Maintenance & Operations or designee(s), and APS Procurement, to determine inspection and servicing schedule and clarify procedures, paper-flow etc.

## **MATERIALS**

1. **EQUIPMENT, MATERIALS AND PARTS:** Contractor shall maintain at all times (or have access to) an ample stock of motors, wheels, cables, lumber, framing and the various parts necessary to complete specified inspections/repairs within the required time frame(s). All replacements shall be of equal or greater quality as compared to the original. Manufacturer's data for supplies items shall be submitted to APS Director of Maintenance & Operations, or designee.
2. **MANUFACTURER'S RECOMMENDATIONS:** All materials shall be handled in accordance with manufacturer's instructions. Any conflict between the manufacturer's instructions and these specifications or code requirements shall be brought to the attention of APS designee before proceeding.
3. **PROCUREMENT OF OTHER EQUIPMENT, MATERIALS AND PARTS:** APS reserves the right to procure any materials through normal procurement channels and to furnish such materials to contractor for installation. Materials so procured shall not be marked up by the contractor in any manner.

APS at any time may enter in to an equipment/materials/parts only contract for warehouse stock. In this event, such contract awarded shall not affect to be in breach of contract with this document.

4. **REPAIR OR REPLACE DECISIONS:** All routine repairs necessary to maintain bleachers in proper working order must be preauthorized by APS Director of Maintenance & Operations, or designee. Should contractor notice equipment obsolescence, continued costly repair situations and/or relocation needs, he shall inform the Director of Maintenance & Operations, or designee.

**Final replacement decisions will be solely the responsibility of APS Director of Maintenance & Operations, or designee. Contactor shall not proceed without proper authorization.**

## **EXECUTION**

1. **SITES:** All bleachers shall be on the yearly inspection schedule. In addition to these cycled inspections, APS may need inspections on an on-call basis for upcoming tournaments, community events, etc. On-call inspections shall be performed as and billed at the quoted rate for yearly inspections.
2. **LOCATION LIST:** Should site locations and/or equipment data be incorrectly listed, contractor shall notify the APS Procurement Officer for contract amendments. Should sites be added/deleted during the life of the contract APS shall notify the contractor in writing. See Attachment A for APS locations.
3. **INSPECTIONS AND REPORTS:** Inspections gives maximum assurance the bleachers will safely operate as intended. Inspections must include a thorough examination. At a minimum all bleacher

components including mechanical and electrical devices, end rails, undercarriage, motors, and chains, etc. shall be checked for proper operation during the inspection. Bleachers shall be fully opened in order to perform the task. The inspection should include, but is not limited to checking nuts and bolts, wheels and axles, inspecting welds and wiring, checking wall mounts, chain tension and motor mounts. Surfaces shall be inspected for splintering (wood) and sharp edges (metal and plastic). Retract Bleachers.

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

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

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

# **BID PRICE FORMS**

Firm Name: \_\_\_\_\_

**Bid No. 18-011MG**

**BID PRICING**

**PART 1**

**LABOR FOR INSPECTIONS, REPAIRS, INSTALLATIONS**

*(Submit with your bid.)*

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

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



Firm Name: \_\_\_\_\_

**Bid No. 18-011MG**

**BID PRICING**

**PART 2**

**INDOOR BLEACHER REPLACEMENT, AS NEEDED**

*(Submit with your bid.)*

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

**Manufacturer**

**Discount from Manufacturer List**

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %



\_\_\_\_\_  
Authorized Signature



# COMPLIANCE

*(REQUIRED LEGAL FORMS)*

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

**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:

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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.

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**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)



**See**  
**ATTACHMENT A:**  
**Bleacher List by Manufacturer –**  
**Inspection Cost**

**Excel Workbook, 7 Spreadsheets:**  
**Folding Bleacher Co.**

**Hussey**  
**Interkal**  
**Irwin**  
**Medart**  
**Sheridan**  
**Other**

# **ATTACHMENT B**

## **Bleacher List by Site**



**ATTACHMENT B  
BLEACHER SITE LIST**

**BID 18-000MG**

**Indoor Bleacher Inspection & Repair/Replacement Services**

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>PHONE</i>
<b>HIGH SCHOOLS</b>	<b>Address</b>	<b>Phone</b>
<b>Albuquerque HS-590</b>	<b>800 Odelia NE</b>	<b>843-6400</b>
Lower: Interkal, 10' high, 9" rise, 27" row/width. West and East sides 11 rows-8 sections. Plastic seats.		
Upper: Hussey, 112" high, 9" rise, 20" row/width, 11 rows--4 sections. on each side. Wood seats.		
<b>Atrisco Heritage Academy-576</b>	<b>10800 Dennis Chavez Blvd. SW</b>	<b>243-1458</b>
Lower: Irwin, 15 rows-5 sections. North and South.		
Upper: Irwin, 7 rows-5 sections.		
<b>Cibola HS-580</b>	<b>1510 Ellison Dr. NW</b>	<b>897-0110</b>
Lower: Irwin Plastic Seating		
Upper: Medart, 10' high, 11" rise, 25" row/width. 9 rows-6 sections. North and South Side. Wood seating.		
<b>Del Norte HS-514</b>	<b>5323 Montgomery NE</b>	<b>883-7222</b>
Lower: Medart, 11' high, 10" rise, 12 rows-5 sections. North side and 12 rows-6 sections. South side.		
Upper: Hussey, 10' high, 10" rise, 14 rows-4 sections. Installed 2013.		
Aux Gym: West & East, 9" rise, 12 rows-4 sections, with spring.		
<b>Eldorado HS-515</b>	<b>11300 Montgomery NE</b>	<b>296-4871</b>
Lower Banks: Interkal, Plastic Seating.		
Upper Banks: Interkal, Plastic Seating.		
<b>Highland HS-520</b>	<b>4700 Coal SE</b>	<b>265-3711</b>
Lower: Hussey Max, East/8 rows-2 sections. and West/8 rows-2 sections, 46' long plastic seating.		
Upper: Fixed seating; no service required.		
<b>La Cueva HS-525</b>	<b>7801 Wilshire NE</b>	<b>823-2327</b>
Lower: Hussey, 10' high, 8" rise, 12 rows-6 sections. North & South sides. Wood seating.		
Upper: Hussey, Unknown height & 10" rise, 10 rows-5 sections. North and South sides.		
<b>Manzano HS-530</b>	<b>12200 Lomas NE</b>	<b>559-2200</b>
Lower: Interkal, 10' high, 9" rise, 27" row/width. West and East sides 11 rows-8 sections. Wood seating.		
Upper: Hussey, Unknown height & 10" rise. 16 rows-6 sections. West side.		
<b>Rio Grande HS-540</b>	<b>2300 Arenal SW</b>	<b>873-0220</b>
Lower: Hussey, unknown height, 9" rise, 11 rows North and South. Wood seating.		
Upper: Irwin, unknown height, 10" rise, 11 row-4 sections. Plastic seating installed 2013.		
<b>Sandia HS-550</b>	<b>7801 Candelaria NE</b>	<b>294-1511</b>
Lower: Hussey Max, 15' high, 8" rise, 15 rows-4 sections. Plastic seating. East & West. Installed 2008.		
Aux: Aluminum Portable.		
<b>Valley HS-560</b>	<b>1505 Candelaria NW</b>	<b>345-9021</b>
Lower: Sheridan, Middle of Gym/9 rows-4 sections., NE/5 rows-1 section., SW/5 rows-1 section., North/10 rows-7 sections. All plastic seating.		
Upper: Sheridan, 17 rows-8 sections. Plastic seating.		

**ATTACHMENT B  
BLEACHER SITE LIST**

**BID 18-000MG  
Indoor Bleacher Inspection & Repair/Replacement Services**

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>PHONE</i>
<b>Volcano Vista HS-575</b>	<b>8100 Rainbow Blvd. NW</b>	<b>890-0343</b>
Lower: Hussey Max, West Side/18 rows-4 sections, East Side/18 rows-7 sections, Plastic seating.		
Upper: Hussey Max, East and West Sides 16 rows-3 sect. Plastic seats. Installed 2008. (3 motors)		
<b>West Mesa HS-570</b>	<b>6701 Fortuna NW</b>	<b>831-6993</b>
New Gym Lower Bleachers: Interkal, Plastic Seating.		
New Gym Upper Bleachers: Hussey, Wood seating.		
Old Gym, South side: Medart, 12'3" high, 8.5" rise, 14 rows-5 sections. Wood.		
Old Gym, North West side: Hussey Max, 13 rows-1 section. Plastic seats.		
Old Gym, North East side: Hussey, 14 rows-3 sections.		
<b>MIDDLE SCHOOLS</b>	<b>Address</b>	<b>Phone</b>
<b>Cleveland MS-407</b>	<b>6910 Natalie NE</b>	<b>881-9227</b>
Interkal, 12' high, 9" rise, 13 rows-6 sections. Wood. Gymnasium seating.		
<b>Desert Ridge MS-430</b>	<b>8400 Barstow</b>	<b>857-9282</b>
Folding Bleacher Co., 9" rise, 26" row/width, 10 rows-5 sections. Plastic seating.		
<b>Desert Willow MS-900</b>	<b>3303 Monroe NE</b>	<b>888-1647</b>
Hussey, two portable banks wood seating.		
<b>Eisenhower MS-480</b>	<b>11001 Camero Rd. NE</b>	<b>292-2530</b>
Irwin, East - west banks plastic seating.		
<b>Ernie Pyle MS-450</b>	<b>1820 Valdora SW</b>	<b>877-3770</b>
Hussey Max, West Side/8 rows-4 sections. Plastic seating. Installed 2008.		
<b>Garfield MS-410</b>	<b>3501 Sixth NW</b>	<b>344-1647</b>
Hussey Max, North 80'5 rows-3 sections, and South 80'5 rows-3 sections. Plastic seating. Installed 2008.		
<b>George I Sanchez MS-496</b>	<b>4050 118th St. SW</b>	<b>362-1154</b>
Hussey, Plastic seating.		
<b>Grant MS-413</b>	<b>1111 Easterday NE</b>	<b>299-2113</b>
Hussey, North side 8 rows-3 sections. Plastic seating.		
<b>Harrison MS-415</b>	<b>3912 Isleta SW</b>	<b>877-1279</b>
Hussey Max, West side 7 rows-4 sections. Plastic seating. Installed 2008.		
<b>Hayes MS-416</b>	<b>1100 Texas NE</b>	<b>265-7741</b>
Interkal, Plastic Seating.		
<b>Hoover MS-418</b>	<b>12015 Tivoli NE</b>	<b>298-6896</b>
Hussey, 8'5" high, unknown rise, 9 rows-4 sections. Plastic seating 2011.		
<b>Jackson MS-420</b>	<b>10600 Indian School NE</b>	<b>299-7377</b>
Irwin 7'2" high, 8" rise, 8 rows-5 sections. Plastic seating installed 2011.		

**ATTACHMENT B  
BLEACHER SITE LIST**

**BID 18-000MG  
Indoor Bleacher Inspection & Repair/Replacement Services**

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>PHONE</i>
<b>James Monroe MS-490</b>	<b>6100 Paradise Blvd. NW</b>	<b>897-0101</b>
Irwin, West side/10 rows-6 sections., East side/3 rows-3 sections. Plastic seating.		
<b>Jefferson MS-425</b>	<b>712 Girard NE</b>	<b>255-8691</b>
Irwin, Plastic Seating		
<b>Jimmy Carter MS-445</b>	<b>8901 Blue Water SW</b>	<b>833-7540</b>
Interkal, 9" rise; 26" row/width, North/7 rows-3 sections, and South/8 rows-4 sections. Plastic seating.		
<b>John Adams MS-405</b>	<b>5401 Glenrio NW</b>	<b>831-0400</b>
Interkal, 7" rise, 7 rows-4 sections. Wood. (4 motors)		
<b>Kennedy MS-427</b>	<b>721 Tomasita NE</b>	<b>298-6701</b>
Hussey Max, 6 rows-3 sections. Plastic seating. Installed 2009.		
<b>L.B. Johnson MS-485</b>	<b>6811 Taylor Ranch NW</b>	<b>898-1492</b>
New Gym: Irwin, 9" rise, North side/3 rows-4 sections. and South side/9 rows-4 sections. Old Gym: Interkal, 97" high, 9 "rise, 9 rows-5 sections. Plastic seating.		
<b>Madison MS-435</b>	<b>3501 Moon NE</b>	<b>299-4735</b>
Interkal, 88" high, 10" rise, 8 rows-4 sections. , Plastic seating.		
<b>McKinley MS-440</b>	<b>4500 Comanche NE</b>	<b>881-9390</b>
Interkal 76" high, 9" rise, 7 rows-4sections. Plastic seating.		
<b>Polk MS-448</b>	<b>2220 Raymac SW</b>	<b>877-6444</b>
Hussey Max, 8" rise, 9 rows-5 sect. Installed 2008.		
<b>Roosevelt MS-452</b>	<b>11799 State Highway 14S</b>	<b>281-3316</b>
Hussy Max, 8 rows-3 sections. Plastic seating. Installed 2009.		
<b>Taft MS-455</b>	<b>620 Schulte NW</b>	<b>344-4389</b>
Interkal, 7'2" high, 8"rise, 8 rows-6 sections. Plastic seating.		
<b>Taylor MS-457</b>	<b>8200 Guadalupe Trail NW</b>	<b>898-3666</b>
Interkal, 8'3" high, 8" rise. 8 rows-4 sections. Metal seating.		
<b>Tony Hillerman MS-492</b>	<b>8101 Rainbow NW</b>	<b>792-0698</b>
Irwin, East & West sides/17rows-5 sections. (5 motors)		
<b>Truman MS-475</b>	<b>9400 Benavidez SW</b>	<b>836-3030</b>
Interkal, 6' high, 9" rise, 26" row/width, 10 rows-4 sections. Plastic seating.		
<b>Van Buren MS-460</b>	<b>700 Louisiana SE</b>	<b>268-3833</b>
Hussey Max, East & West/6 rows-2 sections. Plastic seating. Installed 2008.		
<b>Washington MS-465</b>	<b>1101 Park SW</b>	<b>764-2000</b>
Irwin Plastic Seating South & North banks.		

**ATTACHMENT B  
BLEACHER SITE LIST**

**BID 18-000MG  
Indoor Bleacher Inspection & Repair/Replacement Services**

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>PHONE</i>
<b>Wilson MS-470</b>	<b>1138 Cardenas SE</b>	<b>268-3961</b>
Hussey Wood seating.		
<b>ELEMENTARY SCHOOLS</b>		
<b>Alameda ES-207</b>	<b>412 Alameda NW</b>	<b>898-0070</b>
Hussey, 8 rows-2 sections. Wood seating. (3 motors)		
<b>La Luz ES-282</b>	<b>225 Griegos NW</b>	<b>761-8415</b>
Folding Bleacher Co., 5 rows-3 sections. Plastic seating.		
<b>Seven Bar ES-265</b>	<b>4501 Seven Bar Loop NW</b>	<b>899-2797</b>
Interkal Plastic Seating.		
<b>CHARTER SCHOOLS</b>		
<b>RFK CS-728</b>	<b>4300 Blake Rd. SW</b>	<b>873-1165</b>
Hussy bleachers Plastic Seating.		
<b>South Valley Academy-725</b>	<b>3426 Blake Rd. SW</b>	<b>452-3132</b>
Irwin wood seating.		