



ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

BID # 18-059KN

BID TITLE: Industrial Fencing on Demand

BUYER CONTACT INFORMATION

Name	Krystal Nicole Marquez
Phone Number	505-878-6125
E-Mail	Krystal.Marquez@aps.edu
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.</i>	

BID SCHEDULE

Action	Date & Time
Bid Issued	April 2, 2018
Non Mandatory Pre-Bid Meeting	N/A
Non-Mandatory Pre-Bid Meeting Location	N/A
Deadline for Questions	April 16, 2018 @ 5:00 p.m. (local time)
Bid Due Date & Time	April 24, 2018 @ 3:00pm (local time)
Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.	

BID SUBMITTAL LOCATION

Physical Address (NO USPS MAIL) (*For walk-in delivery or carrier service (UPS, FedEx, etc.))	US Postal Mail Address - (allow 10 extra days for delivery)
Albuquerque Public Schools ATTN: Off-Site Procurement Section 912 Oak St. SE, Building M, Rm. M174 Albuquerque, NM 87106	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87124-0704
<p>The outermost envelope of your proposal shall be clearly labeled with the following: Proposers' business name, RFP number and RFP title, and opening date & time. Please note: if you put your sealed bid inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well.</p> <p>*Please note: APS does not have a mailbox on site. For US Postal Mail, we can only accept delivery at our P.O. Box. If you send a US Postal Mail package or letter to the Physical Address, it will not reach our office.</p>	

BID TERM

APS reserves to right to enter into a one (1) year indefinite quantity contract with awarded Bidder(s) with the option to renew for three (5) additional years.

SUBMISSION COVER SHEET

(REQUIRED: Submit with your bid.)

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

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

Type or print name of above: _____ Address 1: _____

Name of Firm: _____ Address 2: _____

Telephone No.: _____ E-Mail: _____

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

Contact information for Sales Department:

Contact information for POs/Invoicing/Etc.:

Name of Contact: _____ Name of Contact: _____

Telephone No.: _____ Telephone No.: _____

Email Address: _____ Email Address: _____

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

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

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

PRINTED SUBMITTALS:

- Submission Cover Sheet **SIGNED ***REQUIRED*****
- Attachment A: Bid Pricing List – 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**
- Copies of your NM Contractors Licenses & DWS Registration Certificate**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate (if applicable)
- Addendums (if applicable) – **before** submitting your bid, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

ELECTRONIC SUBMITTALS:

- Electronic Bid Pricing List – please find an excel spreadsheet on the APS Procurement website here:
<https://www.aps.edu/procurement/current-bids-and-rfps> Fill in all fields in the spreadsheet. **DO NOT E-MAIL**. Submit with your sealed bid on a flash drive, CD, etc.

SIGN
HERE

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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 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 Albuquerque Public Schools. 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 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.

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. **PRICE IS ALL INCLUSIVE.** 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.

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.

7. **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.
8. **BID PRICING DURATION.** Responses, including bid prices, will be considered firm for ninety (90) days after the due date of the bid.
9. **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.

If bidder offers more than one brand or price per item, APS shall evaluate bids and award the products that are in the District’s best interest with regards to pricing and quality.

Bidders offering other than specified goods must submit illustrated literature and complete product data for evaluation purposes.

10. **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.

11. **AWARD CRITERIA.** 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”.

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 it 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.

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 necessary and in the best interest of the District.

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.

12. **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 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.

13. **TIMELY SUBMISSIONS.** 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.

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.

14. **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.

15. **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 bidders 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.

16. **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.

17. **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.

18. **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.

19. **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.

“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

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:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
3. **PRICING ESCALATION:** Price escalation will be considered only at the time the contractor is able to submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. The District will review the information and render a Determination accepting or rejecting the new proposed pricing.
4. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTTC 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 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.

9. **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

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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).
17. **FOB**: Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
18. **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.
19. **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.
20. **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 are goods/services are conforming and fails to make an effective rejection.

21. **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.
22. **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
23. **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.
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)

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. **Intent:** To establish a pricing contract for the purchase of **Industrial Fencing Materials and Installation** as needed for Albuquerque Public Schools. Industrial fencing, gates, and fittings as specified will be furnished on demand to APS. The primary using departments will be APS Maintenance and Operations (M&O) and Facilities Design and Construction (FD&C).
2. **Materials:** Bidder shall maintain at all times or have access to ample stock of the various products to accommodate APS requirements.

In addition to individual item specifications, the following shall apply to all products:

A. Framework: All Line posts, terminals, braces, top rails, gateposts and gate frames shall have all surfaces hot dip galvanized. Galvanizing shall be 1.8 oz. /sf. Per ASTM A-53 or ASTM a-123 or shall be per ASTM A-525, coating designation G-235. High strength pipe, or schedule 40 pipe are equal alternatives where indicated.

B. Line posts/Terminal Posts/ Top Rails:

- a. 1-5/8" shall be high strength steel weighing 1.82 lbs. /ft. Or 1.660" schedule 40 pipe weighing 2.27 lbs. /ft.
- b. 1-7/8" shall be high strength pipe weighing 2.28lbs./ ft., or 1.900" schedule 40 pipe weighing 2.72 lbs. /ft.
- c. 2-3/8" shall be high strength pipe weighing 3.12lbs./ ft., or 2.375" schedule 40 pipe weighing 3.65 lbs. /ft.
- d. 2-7/8" shall be high strength pipe weighing 4.64lbs./ ft., or 2.875" schedule 40 pipe weighing 5.79 lbs. /ft.
- e. 4" shall be high strength pipe weighing 6.56lbs./ ft., or 4.000" schedule 40 pipe weighing 9.11 lbs. /ft.
- f. 6-5/8" shall be Sch-40 high strength pipe weighing 18.02 lbs. /ft.

C. Gates:

- a. Fence Gates: for Industrial type fencing. Shall meet Federal Specification #RR-F-191d for chain link fabric, Type I, Grade A; and Federal Specification #RR-F-183 for fence posts, gates and accessories. Materials shall be Jamieson, Anchor, Gibraltar or equal.

3. **Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.
4. **Workmanship:** All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work.
5. **Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage and shall repair promptly any such damage at his own expense and to the satisfaction of APS.
6. **Clean-up Following Completed Work:** All materials, associated debris, and surrounding areas must be cleaned prior to acceptance of performed work.

7. **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, contest or other promotional /advertising activities with vendors or potential vendors in connection with a procurement action.
8. **Registration:** Pursuant to NMSA 1978 §13-1-105, any 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.
9. **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% for any project which exceeds \$60,000.00 (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 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.

10. **Wage Information: the following information pertains to wage rates, subcontracting and taxation. Please read carefully:**

State Wage Rates: It is the contractor's responsibility to acquaint himself/herself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Department of Workforce Solutions will be paid by the contractor for every job performed under this contract for any project which is greater than \$60,000 on an individual basis. Compliance is a part of this bid. The contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

In the event it is found by the Department of Workforce Solutions, that any laborer or mechanic employed by the contractor or subcontractor on the site of a project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract, APS may, by written notice to the contractor and his subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and APS may prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

- 11. Awarded Pricing Agreements:** 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.
- 12. Delivery:** Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of APS. Deliveries will be made at various times during the contract period. Emergency orders may be required.
- a) Estimates – Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days.
 - b) Routine Requests – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The contractor shall be able to respond to multiple routine requests at any one time.
 - c) Emergency Requests – The contractor shall be able to provide service 24 hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.

Orders place by M&O will generally be warehoused stock and such deliveries will be to M&O warehouse, 919 Locust St. S.E., Albuquerque, NM 87106.

Orders place by FD&C will generally be delivered to the actual APS job site or to the yard at 915 Oak St. SE. Some walk in trade may be anticipated. However, regardless of which department orders materials, the following requirements must be met:

- Delivery tickets must specify: 1) The name of person placing the order, 2) the delivery location, and 3) the full signature (no initials) and employee number of APS personnel receiving materials. Deliveries are to be made to APS sites only.
- Walk-in trade will not be allowed unless with prior approval of the appropriate APS Director or designee, and shall reference APS Work Order #. Delivery tickets/sales tickets for walk-in trade must specify the same information/ signatures as required above.
- APS requires a signed delivery ticket/Sales ticket before invoicing can be processed. All credits will be issued to APS.
- Orders placed for delivery to school sites shall include arrangements which afford optimal safety of students, staff and real property.
- All pricing will be F.O. B. destination including costs, insurance and freight.

13. Order Placement: Orders will be placed by the Purchasing Department. A purchase order will be issued referencing the PA number. Do not accept telephone/facsimile orders from school/departments without prior approval from the Purchasing Department. **APS will not pay for unauthorized purchases.**

Prior to approval from the Purchasing Department, APS Schools/Departments will contact the awarded vendor(s) to obtain **quotes**. However, no goods/services shall be provided or be in production until the vendor receives the official Purchase Order document from the APS Procurement Department via e-mail.

14. Work Orders: Work performed under this contract is subject to strict APS internal controls. The using departments reserve the right to visit any job site while work is in progress. APS will not necessarily advise contractor prior to these visits.

When installation services are required, APS will issue to the contractor the Construction Report form or acceptable form with a general description of the work to be performed. The schedule of values section shall then be completed by the contractor, listing a description of the work to be completed, the item number, unit price, estimated quantity, estimated hours for man-hour classification and total estimated costs. Site visits will be conducted as necessary. Contractor shall submit the estimate to APS designee for review. Based upon APS's calculation, engineers estimate etc. of the work to be done, estimate will be approved or discrepancies renegotiated with the contractor. Changes to work orders will follow the same guidelines.

15. Scheduling: The contractor shall cooperate with the School Principal or site administrator to avoid interference with the instructional program and to protect site occupants by arranging an acceptable work/delivery schedule.

16. Invoicing Procedures: Itemized invoices, clearly referencing appropriate bid pricing item number, pricing agreement and work order number, shall be submitted in duplicate to the using department (M&O or Facilities Planning). Copies of the completed delivery tickets, Construction Report Form or appropriate estimate form shall be attached to the invoice to substantiate charges for auditor tracking purposes. Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records.

17. Guarantee: All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned **collect** for full money refund. Bidders will replace damaged items at no cost to APS.

18. Basis of Award: APS will award to the low responsible and responsive bidder(s) who shall offer the lowest price for comparable product. Bid any or all categories. APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.

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.

BID PRICE FORM

Bid Pricing List

(Submit with your bid.)

PRICING LIST

Please see attachment A *(An electronic version of the price list can also be found at: <http://www.aps.edu/procurement/current-bids-and-rfps>)*

Additional Questions:

A. Exclusions (if any): _____

B. Turn-around time after receipt of order: _____

C. Please specify replacement policies: _____

E. Please specify shipping costs & policies: _____

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: _____ 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.**

**SIGN
HERE**

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)

