

Installed Signs and Pavement Markings



REQUEST FOR BID

BID Number: 17-045MM-KV

Installed Signs and Pavement Markings

October 31, 2016

ALBUQUERQUE PUBLIC SCHOOLS

**MAINTENANCE AND OPERATIONS
FACILITIES DESIGN & CONSTRUCTION
AND**

**OFFSITE PROCUREMENT OFFICE
LINCOLN COMPLEX, BLDG. M, Room M174
912 OAK ST. SE
ALBUQUERQUE, NM 87106**

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I. OVERVIEW OF BID

A. PURPOSE OF THIS BID

Albuquerque Public Schools (APS) is requesting competitive sealed Bids in order to enter into a contract with a company to provide installed signs and pavement markings throughout the district. It should be noted that all signs referenced shall be fabricated and installed according to the Standards identified in the latest DOT Project Manual. All potential Bidders are to read, understand and accept the requirements of this Bid, especially the **mandatory requirements**.

Intent: To establish unit prices to provide for furnishings all labor, materials and equipment on request, to provide:

- Furnishing and installing various signs and pavement markings
- Signs are typically installed in asphalt, landscaping and concrete
- Miscellaneous work and materials as may be required for a complete project.

Award shall be made in accordance with the terms conditions, and requirements stated herein.

B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS

APS is the largest school district in New Mexico and one of the nation’s largest school districts, covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 143 schools: 13 high schools, 13 schools of choice, 27 middle schools, 89 elementary schools plus 21 APS authorized Charter Schools in 2013-2014. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 88,122 students and 14,000 employees, 11,500 full time and 6,300 teachers, and 1,900 classroom educational assistants.

C. PROJECT DESCRIPTION

Various signs and pavement markings fabricated and installed on demand for projects not to exceed \$750,000.00

D. PROJECT FUNDING

Albuquerque Public Schools has funds to administer various projects. APS will be referred to throughout the contract documents as the “Owner”.

E. NON-MANDATORY PRE-BID MEETING

Attendance at the pre-bid meeting is non-mandatory. The pre-bid meeting will be conducted at Lincoln Complex, Building M, Conference Room M165 – 912 Oak Street SE, Albuquerque, NM 87106 on November 17, 2016, at 10:00 AM local time. It is the contractor’s responsibility to arrive to the meeting on time.

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F. BID SECURITY

Bidder shall provide bid security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of \$250,000.00 (\$250,000.00 x.05% = \$12,500.00) , or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each bid.

The Bidder will provide, with the bid, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Bidder's ability to obtain Performance; Labor, and Materials Payment Bond for projects which exceed \$25,000.00.

No Bidder may withdraw his bid for **45 days** after the actual date of the opening thereof.

G. SUBCONTRACTOR LISTING FORMS

This bid includes subcontractor listing requirements for those projects which exceed \$60,000.00.

H. NEW MEXICO PREVAILING WAGE RATES

Wages to be paid as a result of a contract awarded will be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the General Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the General Contractor will not relieve the General Contractor from becoming aware of or complying with such determinations.

I. APS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

All current behavioral policies of the APS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on APS property, shall be deemed to be in force for the Contractor's work forces when they are on APS property, including the project work site.

J. METHOD OF AWARD:

The Owner intends to award this procurement to the lowest Bidder(s) in accordance with the bid requirements. Further, based on the district's needs, APS reserves the right to issue a multiple award. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.*

***NOTE: Please read all of the BID documents carefully for mandatory requirements.**

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II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events and specifies general requirements.

A. SEQUENCE OF SELECTION PROCESS EVENTS

	Event	Responsible Party	Date	Location
1.	Advertisement	APS Procurement	10/30/16	Public Advertisement
2.	BID Procurement will be Made Available to Potential Bidders on the procurement website: http://www.aps.edu/procurement)	APS Procurement	10/31/16	APS Procurement Website: http://www.aps.edu/procurement
3.	Non-Mandatory Pre-bid Conference	APS Procurement	11/17/16 @ 10:00 AM	Lincoln Complex, Bldg. M, Conference Room M165, 912 Oak St. SE 87106
4.	Submission of Written Questions	Potential Bidders	11/18/16 before 3:00 PM deadline	Michael Madrid, CPPB Construction Buyer michael.madrid@aps.edu
5.	Release of Last Addendum Prior to Submission of Bids	APS Procurement	11/21/16	APS Procurement Website: http://www.aps.edu/procurement
6.	Submission of Bids – Bid Opening	Bidders	11/29/16 2:00 PM deadline	APS Offsite Procurement Office Lincoln Complex, Building M, Room M174 912 Oak St. SE, Albuquerque, NM 87106
13.	APS Board Approval	APS FD+C	TBD	APS Board Meeting
14.	Notice of Award	APS FD+C	TBD	APS FD+C Offices

NOTICE: APS reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.

B. EXPLANATION OF SELECTION PROCESS EVENTS

1. Issue Bid

This Bid is issued by the Albuquerque Public Schools in accordance with the provisions of NMSA 1978, and General Government Administration Procurement Code Regulations .

The Bid documents consist of all the documents listed in the Table of Contents and all documents incorporated in this Bid.

2. Non- Mandatory Pre-Bid Conference

This meeting provides potential Bidders an opportunity to request clarification about the procurement process and discuss the intent of the bid. A representative from each interested prime contractor should attend.

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3. Submission of Written Questions

This deadline for the submission of written is identified in the sequence of events schedule.

All questions, both those regarding the procurement process and those regarding technical construction issues, shall be submitted in writing to:

APS Procurement Contact:

**Michael Madrid CPPB, Construction Buyer
APS Offsite Procurement Office
Lincoln Complex, Building M, Room M174
912 Oak St. SE,
Albuquerque, NM 87106
Telephone: 505-848-8826
E-mail: michael.madrid@aps.edu**

4. Last Addendum Prior to Submission of Bids

This is the deadline by which an APS must issue all addenda for this procurement so that Bidders have time to finalize their bids. Refer to the schedule of events section for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Bid and any information required shall be included in each Bidder's Bid.

5. Submission of Bids

a) Receipt of Bids:

Submittal of bids are due by 2:00 p.m., November 29, 2016. Clearly label each envelope or package with the Bid Number & name, Bidder's name, address and date of submittal.

Bidder shall deliver bids to:

**Albuquerque Public Schools (APS)
Offsite Procurement Office
Lincoln Complex, Building M, Room M174
912 Oak St. SE,
Albuquerque, NM 87106
Telephone: 505-848-8826
E-mail: michael.madrid@aps.edu**

APS Procurement will time-stamp bids upon arrival at the Offsite Procurement Office and hold in a secure location. A public log will be kept of the names and submittal times of all bids. **Bids delivered after the deadline will be deemed non-responsive, and will be returned unopened to the Bidder.** It is solely the Bidder's responsibility to ensure that Bids arrive at the appointed date, time and location. Bids may be delivered early to avoid any possible delay of the submission.

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Bids may be hand carried/delivered or shipped/mailed by common carrier, courier of US Postal Service. **No other method of delivery will be allowed. Telephone, telegraphic, facsimile offers will NOT be accepted.**

- b) Opening of Bids: Bids will be opened publicly after the submittal deadline. The location for the public opening will be at the Lincoln Complex, Building A, First Floor Conference Room. The APS Construction Buyer will be designated as the official to conduct the public reading of bid responses.

6. Notice of Award

APS Procurement shall prepare the Notice of Award and send it to the selected Bidder(s).

C. STANDARD CONDITIONS GOVERNING THE PROCUREMENT

This section contains guidelines under which this Bid is issued, and conditions concerning how the procurement will be administered.

1. Protests

In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with a solicitation or the award of a contract may protest to the Procurement Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

Rennette Apodaca, MPA, CPPO, CPO
Executive Director – Procurement and Accounts Payable
6400 Uptown Blvd. NE, Suite 600 W
Albuquerque, NM 87110

The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.

2. Incurring Cost

Any cost incurred by the Bidder in preparation, transmittal of any bid or material submitted in response to this Bid shall be borne solely by the Bidder.

3. Third-Party or Subcontracting Contractor Contract Responsibilities

Direction of all work that may result from this procurement must be performed by the Bidder and payments will only be made to the Bidder. Use of subcontractors is allowed, however, reassignment of Contractor duties and responsibilities to a third party is not acceptable

4. Amendments or Modifications to a Bid by Bidder

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.

5. Bidders Rights to Withdraw Bid

No Bidder may withdraw their bid for **45 days** after the actual date of the receipt thereof (Bid Due Date).

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6. Disclosure of Bid Contents

Bid contents will be kept confidential until conclusion of successful bid awards. At that time, all bids will be open to the public, except for the material which has clearly been noted and determined by the APS Procurement to be proprietary or confidential as noted by the Bidder.

7. Confidential Data

Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 § 57-3A-7. Any pages of a bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" must be readily separable from the bid in order to facilitate public inspection for the non-confidential portion.

8. Termination of Bid

This BID may be canceled at any time and any and all bids may be rejected in whole or in part when the Owner determines such action to be in the best interest of APS. The bid process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Bidder.

9. Sufficient Appropriation

Any contract awarded as a result of this bid process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the successful Bidder will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

10. Right to Waive Technical Irregularities

APS reserves the right to waive technical irregularities per 1.4.1.42 NMAC 2005, (see "Technical Irregularities" in Definitions and Terminology section below). APS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of APS.

11. Potential Civil and Criminal Penalties

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.

12. Release of Information

Only the Owner is authorized to release information covered by this bid. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this bid.

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13. Clarifications from Bidders

The Construction 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.

14. Non-Conforming Bids

Bids will be reviewed, for completeness, format and compliance with the requirements of the procurement. Incomplete bids will be considered non-responsive and subject to rejection.

Bids that are qualified with conditional clauses, alterations, items not called for in the bid documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

If any bid is deemed non-responsive by APS, the Bidder will be notified in writing of such determination.

DEFINITIONS AND TERMINOLOGY

This section contains definitions that are used throughout this Request for Bid, including appropriate abbreviations.

“Albuquerque Public Schools”: Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico (also called “APS”).

“APS”: Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico.

“Award of Contract” shall mean a formal written notice by the District that a firm has been selected to enter into negotiations for a contract for construction services.

“Contractor” means successful Bidder awarded the contract that holds a current State of New Mexico general contractor license.

“Contract” means an agreement between Albuquerque Public Schools and a New Mexico licensed contractor for the work covered by this RFP.

“Contract Documents” means any one, or combination, of the following documents: Request for Bid, Addenda, Agreement Between the Owner and the General Contractor for General Conditions of the Contract, and the drawings and specifications.

“Design Professional” means architect or engineer.

“Determination” The written documentation of a decision made by the Evaluation Committee including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Engineer” means a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

Facilities Design + Construction (FD+C): A department of Albuquerque Public School (APS). FD+C is the entity requesting bids.

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“Firm” means the company or other business entity referenced under 1.4.8 NMAC for the purpose of identifying, individually or collectively: a general contractor, or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

“General Provisions” - The terms **“can”**, **“may”**, **“should”**, **“preferably”**, or **“prefers”** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Bidder’s bid.

“Mandatory Requirements” - The terms **“must,” “shall,” “will,” “is required,”** or **“are required”** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor may result in the rejection of the Bidder’s bid. Rejection of the bid will be subject to review by the Evaluation Committee.

“Bidder” is any person, corporation, or partnership who chooses to submit a bid in response to this bid, with the intent of providing construction services for this project.

“Owner”, as defined in the Agreement between the Owner and Contractor, shall be Albuquerque Public Schools.

“Pre-listed subcontractors” means the subcontractors, of any tier, that the Bidder is required to list, pursuant to 1.4.8.13 NMAC of 1.4.8 NMAC, at the time it submits a bid in response to this request for proposals.

“Prime Contractor” means the New Mexico licensed contractor selected.

“Project Architect, Project Engineer, Contract Engineer or Contract Architect” means architect/engineer.

“Project Design Team or Contract Architect or Engineer Design Team” means all members of the Design Professional’s firm, including its consultants, who are responsible for the design of and who will be participating in the construction and completion of the project.

“Resident Business” or “Resident Contractor” means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

“Responsive Offer” or “Responsive Bid” An offer or bid which conforms in all material respects to the requirements set forth in the Bid as determined by APS Procurement. Material respects of a bid include, but are not limited to quality, quantity or delivery requirements.

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

“Selection” A formal written notice by the construction buyer, APS Procurement that a firm(s) has been selected to enter into a contract to provide this service.

“Staff Architect or Construction Manager” The person designated as the point of contact by the FD+C to act on its behalf, concerning the scope of work and requirements of the contract documents.

“Technical Irregularities” Are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidder; that is, when there is no effect on price, quality or quantity. APS Procurement may waive such irregularities, or allow an Bidder to correct them, if either is in the best interest of Albuquerque Public Schools. Examples include the failure of a Bidder to:

- a) Sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder’s intent to be bound; or

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- b) Acknowledge receipt of an amendment to the RFP, but only if: a) it is clear from the bid that the Bidder received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

"**User**" means the school district staff occupying the facility or facilities, for which a project is being designed.

"**User Contact**" is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

"**Veteran Resident Contractor**" - is a contractor that has applied to the NM Taxation and Revenue Department, qualified, and been issued a valid Veteran Resident Preference Certificate pursuant to Section 13-1-22 NMSA 1978.

III. CONTRACTUAL AGREEMENT AND BONDS

1. PERFORMANCE & LABOR AND MATERIALS PAYMENT BONDS (Projects in excess of \$25,000.00)

- a) A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico may be required from the successful Bidder prior to award of a contract. The Performance and Labor and Materials Payment Bonds shall be AIA Document A312.

2. TIME OF DELIVERY AND FORM OF BONDS

- a) The Bidder will, prior to commencement of Work, furnish such bonds as required by APS.
- b) The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.
- c) The AIA A312 1984 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The bond shall be modified as follows:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the surety as provided under this bond.

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IV. BID RESPONSE FORMAT AND ORGANIZATION

SUBMISSION OF BID

By the date and time of Submission of Bids, Bidder shall submit one (1) original copy each of the following documents:

- Item 1 **Bidder Information Form** (including the information listed immediately below)
 - NM State License Number & Classifications
 - Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number
 - Contractor's New Mexico Gross Receipts Tax Number
 - Contractor's Federal Employee Identification Number
 - Acknowledgment of Receipt of Addenda (If applicable)
 - Price
 - Signature and Corporate Seal (if applicable)
- Item 2 **Bid Security** (Bond or Cash), **Agent's Affidavit**
- Item 3 **Notarized Declaration Letter from Surety**
- Item 4 **Certificate of Insurance**
- Item 5 **Resident Contractor (or Veteran Resident Contractor) Preference Certificate**
- Item 6 **Campaign Contribution Disclosure Form**
- Item 7 **Conflict of Interest and Debarment/Suspension Certification Form**
- Item 8 **Contractor's State of NM W-9 Form**
- Item 9 **Offeror's Contractor's License(s)**
- Item 10 **Bid Pricing**

A. PRICING - DETAILED REQUIREMENTS

ITEM 1 - PRICE FORM:

1. Price shall be presented in the form provided herein.
2. The bid, bearing original signatures, must be typed or hand-written in ink on the Price Form.
3. Bid price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
4. In submitting this bid, each Bidder must satisfy all terms and conditions of the Bid Documents. All work covered by this Bid shall be in accordance with applicable state laws and, if price bid amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price bid amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
5. Before submitting a bid, each Bidder shall carefully examine the bid; and shall include in the bid the cost of all items required by the bid. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified APS Representative and the necessary changes shall be accomplished by addendum.

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ITEM 2 - Bid SECURITY (BOND OR CASH):

Bid shall provide bid security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of (5% of \$250,000.00 = \$12,500.00), or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, which bond or check must accompany Bidder's price proposal.

No Bidder may withdraw his bid for **45 days** after the actual date of the opening thereof.

ITEM 3 – NOTARIZED DECLARATION LETTER FROM SURETY:

The Bidder will provide, with the price proposal, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Bidder's ability to obtain a Performance Bond, and a Labor and Materials Payment Bond in an amount not less than 100% of the price proposal.

ITEM 4 - CERTIFICATE OF INSURANCE:

Bidder shall provide a Certificate of Insurance that meets the requirements listed in Project Manual Section 00 6000 Bond and Insurance.

ITEM 5 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:

It will be the sole responsibility of any Proposer claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Proposals will not be considered.

1. To receive a resident business preference, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
2. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
3. To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
4. Through either an RFP process or an ITB process the qualified veteran resident contractor shall receive:
 - a) 10% preference if their annual revenues are less than \$1,000,000;
 - b) 8% preference if their annual revenues are less than \$5,000,000 but more than \$1,000,000
 - c) 7% preference if their annual revenues are more than \$5,000,000
5. The preference is limited in any calendar year, to an aggregate of \$10,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.

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6. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
7. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
8. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

ITEM 6 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The blank form is included in an Appendix of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

ITEM 7 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

Each Bidder shall complete this form (which is provided in the Appendix of the RFP) and include it in their proposal.

ITEM 8 – CONTRACTOR’S STATE OF NM W-9 FORM:

Each Bidder shall complete and provide a State of New Mexico W-9 Form.

ITEM 9 – BIDDER’S CONTRACTOR’S LICENSE(S)

Each Bidder shall provide a photocopy of their Contractor’s License or Licenses.

INFORMATION FOR BIDDERS

- 1.) **Qualification of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and / or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As

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a general rule, any such regulation or law applying to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

- 2.) **Familiarity With Conditions:** Clarification of bidding procedures for this Contract may be made by contacting Michael Madrid, APS Construction Buyer, telephone (505) 848-8826; clarification of the technical aspects of this contract may be made by contacting the following personnel at APS:

Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analyses and has made provision as to the cost thereof in his bid.

- 3.) **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts to transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent
- 4.) **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
- 5.) **Cancellation:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and other contractor, grounds for cancellation still exists, immediate notification of cancellation will be provided in writing by the Procurement department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits
- 6.) **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 contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if give, such

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shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

- 7.) **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civic and criminal penalties for its violation. In addition, the New Mexico Criminal statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.
- 8.) **Terms and Conditions:** The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the item(s) specified. No contract exists on the part of Albuquerque Public Schools until a written Price Agreement is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a Price Agreement will be considered sufficient notice of acceptance of contract.

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

Albuquerque Public Schools (APS) reserves the right to return product which does not meet specifications indicated in bid at bidder's expense. Bidder guarantees the product delivered is standard, new and regular stock.

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

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

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

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

General Liability Insurance shall be provided with the following limits.

- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:

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

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury and underground coverage if project requires underground operations.

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

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

If any policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

- 10.) **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.

General Operating Conditions

- 1.) **Contract Time:** The duration of this contract shall be 52 weeks following award of the contract. At the completion of the 52-week period, this contract is subject to review and may be extended for five additional 52-week periods, subject to the approval of both parties and contingent upon funding. Pricing will remain firm during the life of the contract unless negotiated at the renewal annual term and written authorization is provided by APS.

Also, it should be noted that per State Statute the use of this Bid by other local public bodies is permissible upon mutual consent from the district and the offeror(s)

- 2.) **Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** perform work requests which are clearly beyond the defined Scope of Work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations may become the personal liability of the individual requesting such work and APS is under no obligation to make payment.
- 3.) **Work Orders:** Work performed under this contract is subject to strict APS internal controls. Execution of any project within the scope of this contract shall be initiated by the in-house submission of a work order to the attention of the appropriate Maintenance & Operations Manager. A decision will be made to do the work with APS crews or to utilize this contract for all

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or any portion of the work. Contractor shall have no access to work orders and shall not enter into APS administrative decisions.

If APS shall elect to use this contract, project manager will notify the contractor as to the nature of the upcoming project(s). Contractor will then complete the project estimate with plans and/or a description of the work to be performed. The schedule of values section must reflect the contract pricing including the item number, unit price, estimated quantity, and estimated labor per man-hour classification, permits and total estimated cost.

Contractor shall submit the estimate of appropriate authorized APS contact for review. Based upon APS' calculations, historical data, engineer's estimates etc., of the work to be done, estimate will be approved or discrepancies renegotiated with the contractor. Return of the signed estimate shall authorize the contractor to proceed with the work. Change orders will follow the same guidelines.

In the event that the contractor may receive individual requests from a school/PTA group or department other than M&O, special Projects or Facilities Planning, such requests shall be referred to M&O for clarification. Contractor shall proceed with work only after receiving proper authorization regardless of the funding source because coordination of permits, final inspections and the collection and updating of utility records fall within the APS responsibilities.

- 4.) **Work Scheduling:** All work shall be, insofar as possible, performed during normal work house (7:00 a.m. to 5:00 p.m.) Monday through Friday. However, all work shall be coordinated with both the Project Manager and Operations and the Site Administrator to avoid interference with any facility schedule. All workmen shall check in through the administrative office when arriving at the site, and check out when leaving. The site administrator/designee will sign appropriate form verifying that the work has been completed. A list of worker's name(s) and job classification(s) shall be included on the form. Once begun, work shall continue without interruption and total job shall be completed within the number of days specified on the Construction Report Form.

- 5.) **Response Time:**
 - 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 five (5) business days.
 - b) Routine Requests – Contractor shall commence work within a five (5) 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.

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- 6.) **Invoicing and Purchase Order Procedures:** Upon award, APS will issue a Price Agreement (PA) which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed. Small Purchas Order's (SPO's) will not be used.

Itemized invoices, clearly referencing appropriate bid pricing item number, price agreement number and work order number, shall be submitted in duplicate to the using department (M&O or Facilities Planning). .

Prompt Payments: APS will strive to meet or exceed prompt payment terms as may be established by statue. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

Invoices with errors in unit pricing, errors in labor rates etc shall be subject to the same terms, but the start date for calculating late payment charges will be based on the date of the corrections. When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or submittal required by contract.

- 9.) **Escalation:** The use of price adjustment provisions as developed and implemented here in are intended to minimize the cost effects of price uncertainty to the Contractor and the Albuquerque Public Schools for Building Supply Material used in the construction of the contract. The price adjustment provisions are not intended to serve as a guarantee for full compensation for Building Supply Materials price fluctuations but are intended to be a sharing, by the Department, in a portion of the Contractor's risk which could result from potentially volatile price fluctuations that might occur throughout the duration of the contract. The price adjustment provisions do not serve to relieve the contractor of risks associated with fluctuation in prices beyond the amount adjusted by the provisions. This adjustment shall be full compensation for any and all price fluctuations, including but not limited to taxes, transpiration, overhead and delays.

The price adjustment provisions are only applicable to "Building Supplies that will be incorporated into the finished work for bid items containing materials as follows: Asphalt Concrete, Portland Cement Concrete, Cement Emulsified Asphalt, PVC, Copper, ABS, Steel, Ductile Iron, Screened Gravel, and Screened Sand.

Application of the escalation clause shall result in price adjustment only if the cost of the aforementioned building supplies at the time of delivery increased by more than 10% over the amount of (I) the identical building supply price at the time of bid – or (II) the market value of said building supply at the time the contract is entered into, whichever is greater. In the event of such increases, and upon sufficient written documentation establishing the extent of the increase, the Contractor's compensation may be equitably adjusted in the Purchase Order for any particular project. If the cost of a building supply material increases by more than 20% and the Contractor request a price adjustment said request shall be processed and reviewed as a change order to this contract.

- 10.) **De-Escalation:** The Contractor may propose any price de-escalation from the supplier of goods sold o the Albuquerque Public Schools through the contract resulting from this RFB, or by innovations of efficiency discovered in the performance of bid times. Such de-escalations shall pass on to the Albuquerque Public Schools at any time upon notice and be reflected in each project's unit pricing and/or invoicing.

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- 11.) **JOBSITE REQUIREMENTS PERTAINING TO PERSONNEL:** All personnel on site, directly or indirectly in the employ of Contractor, are restricted from any interaction with any APS Staff, Students or other members of the public while on or adjacent to APS property except through jobsite meetings or as otherwise determined by APS.
1. All such personnel shall remain in their designated work areas. Communications with any non-project related persons on or near the site shall be through APS Project Manager.
 2. No firearms or any other types of weapons, of any sort will be allowed on site. If any person is found to be in possession of any Firearm, of any kind, they will be directed to leave immediately and will not be allowed to return. This includes any firearms found in Company or Private vehicles, tool boxes or brought on site in any other manner;
 3. It is the policy of APS to prohibit smoking on any occupied school campus and on new, un-occupied sites to limit smoking to designated areas.
 4. It is the policy of APS to prohibit use, possession, sale, and distribution of alcohol, drugs, or other controlled substances on its premises and to prohibit the presence of any individual with such substances in their body from the workplace. The contractor shall enforce this policy.
 5. Contractor also agrees that any employee who is found in violation of requirements of this Paragraph, or of the BPO Documents, or who refuses to permit inspection shall be barred from the Project site at the discretion of APS.
12. **EMPLOYEE BACKGROUND CHECKS:** The Contractor shall be responsible for complying with the provisions of 22-10.3.3.B NMSA 1978, regarding employees having unsupervised access to students. In the event that 22-10.3.3. B NMSA 1978 applies, and upon prior approval by APS, reasonable costs for background checks shall be reimbursed without mark-up fee.

Technical Specifications

- 1.1 **Standards:** All materials shall comply with applicable product standards established in the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, most current edition, or with specifically stated specifications for this contract.

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PRICING SECTION

METHOD OF AWARD

Because of the volume of work, APS reserves the right to make **multiple awards** to insure adequate coverage of services/or in the best interest of APS. A base bid will be established and the base bid amount will be used to determine lowest bidder.

APS- Commonly Installed Signs, Pavement Markings, & Misc. Items
SIGNS - FURNISHED AND INSTALLED (IN ASPHALT, LANDSCAPING, CONCRETE)

NO.	DESCRIPTION	SIZE	UNIT PRICE
1.	STUDENT PICK UP & DROP OFF PLEASE PULL FORWARD	18" X 24"	\$ _____
2.	STUDENT PICK UP & DROP OFF ENTRANCE ONLY	24" X 24"	\$ _____
3.	STOP	24",30"	\$ _____
4.	NO LEFT TURN	24"	\$ _____
5.	NO STUDENT PICK UP DROP OFF (ENGLISH AND SPANISH)	18" X 24"	\$ _____
6.	STOP/ DROP OFF AND PICK UP HERE (ENGLISH AND SPANISH)	18" X 24"	\$ _____
7.	STUDENT PICK UP AND DROP OFF/PLEASE PULL FORWARD	18" X 24"	\$ _____
8.	DO NOT ENTER	30" X 30"	\$ _____
9.	SCHOOL BUSES ONLY	18" X 24"	\$ _____
10.	PARENT PICK UP / DROP OFF	18" X 24"	\$ _____
11.	STUDENT ENTRANCE	12" X 18"	\$ _____
12.	VISITOR PARKING ENTRANCE	18" X 24"	\$ _____
13.	PEDESTRIAN CROSSING WITH ARROW	30",24" X 12"	\$ _____
14.	HANDICAP SIGN	12" X 18"	\$ _____

Installed Signs and Pavement Markings

APS- Commonly Installed Signs, Pavement Markings, & Misc. Items

SIGNS - FURNISHED AND INSTALLED (IN ASPHALT, LANDSCAPING, CONCRETE)

NO.	DESCRIPTION	SIZE	UNIT PRICE
15.	NO PARKING ANY TIME W ARROW	12" X 18"	\$ _____
16.	ALL VISITORS CHECK IN AT FRONT OFFICE (ENGLISH AND SPANISH)	12" X 18"	\$ _____
17.	NO ENTRY CHECK IN AT FRONT OFFICE(ENGLISH AND SPANISH)	12" X 18"	\$ _____
18.	ONE WAY W ARROW	18" X 24"	\$ _____
19.	RIGHT TURN ONLY	18" X 24"	\$ _____
20.	VISITORS PLEASE SIGN IN AT ADMINISTRATOR OFFICE (ENGLISH AND SPANISH)	12" X 18"	\$ _____
21.	NO SMOKING /DRUG AND TOBACCO FREE CAMPUS (ENGLISH AND SPANISH)	12" X 18"	\$ _____
22.	ADMINISTRATOR OFFICE WITH ARROW	12" X 18"	\$ _____
23.	RESERVED PARKING OFFICE MANAGER	12" X 18"	\$ _____
24.	RESERVED PARKING BUSINESS MANAGER	12" X 18"	\$ _____
25.	RESERVED PARKING ADMIN STAFF	12" X 18"	\$ _____
26.	ROAD CLOSED	30" X 24"	\$ _____
27.	SIGN MOUNTED TO "SANDWICH" BOARD		\$ _____

Installed Signs and Pavement Markings

APS- Commonly Installed Signs, Pavement Markings, & Misc. Items

PAVEMENT MARKINGS - TRAFFIC MARKING PAINT

NO.	DESCRIPTION	SIZE	UNIT PRICE
28.	BLACKOUT	4"	\$ _____
29.	BLACKOUT	6"	\$ _____
30.	BLACLOUT	8"	\$ _____
31.	BLACKOUT ARROWS	5'	\$ _____
32.	BLACKOUT ARROWS	8'	\$ _____
33.	BLACKOUT SYMBOL	EACH	\$ _____
34.	PAINT ARROWS	5'	\$ _____
35.	PAINT ARROWS	8"	\$ _____
36.	PAINT SYMBOL	EACH	\$ _____
37.	CURB	12"	\$ _____
38.	STENCILS	4"	\$ _____
39.	STENCILS	8"	\$ _____
40.	STENCILS	12"	\$ _____
41.	STENCILS	24"	\$ _____
42.	PAINT BOLLARD	EACH	\$ _____

Installed Signs and Pavement Markings

APS- Commonly Installed Signs, Pavement Markings, & Misc. Items

CONCRETE BUMPER BLOCKS

NO.	DESCRIPTION	SIZE	UNIT PRICE
43.	RESET	6'	\$ _____
44.	FURNISH AND INSTALL	6'	\$ _____
45.	RESET	8'	\$ _____
46.	FURNISH AND INSTALL	8'	\$ _____

APS- Commonly Installed Signs, Pavement Markings, & Misc. Items

INSTALL BOLLARDS

NO.	DESCRIPTION	SIZE	UNIT PRICE
47.	INSTALL BOLLARDS 4"/6"/8"		\$ _____
48.	PAINT BOLLARDS YELLOW		\$ _____

TOTAL for items 1-48: \$ _____

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APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

BID NO. 17-045MM-KV
Installed Signs and Pavement Markings

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 bid 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 bid 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 federal, 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

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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.

“**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.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid because that person 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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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)

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APPENDIX B

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

**BID NO. 17-045MM-KV
Installed Signs and Pavement Markings**

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

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

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

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date _____

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Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

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APPENDIX C

Documents Submittal Checkoff Sheet

	Required Information	Yes / No	COMMENTS
1.	Bidder Information Form		
	NM State License Number & Classifications		
	Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number		
	NM DOL (Workforce Solutions) Certificate Number		
	Contractor’s New Mexico Gross Receipts Tax Number		
	Acknowledgement of Receipt of Addenda (If applicable)		
	Signature and Corporate Seal (If applicable)		
2.	Bid Security, Agent’s Affidavit		
3.	Notarized Declaration Letter from Surety		
4.	Certificate of Insurance		
5.	Resident Contractor (or Veteran Resident Contractor) Preference Certificate		
6.	Campaign Contribution Disclosure Form		
7.	Conflict of Interest and Debarment/Suspension Certificate Form		
8.	Contractor’s State of NM W-9 Form		
9.	Offeror’s Contractor’s License(s)		
10.	Bid Pricing		
11.	Bidder’s Information Form		

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BIDDER'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for various construction services on demand.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

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Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

Zip: _____ Fax: _____ Email: _____

Affix Corporate Seal if bid is by Corporation)