



**ALBUQUERQUE  
PUBLIC SCHOOLS**

*Accelerate Progress for Students*

Rennette R. Apodaca, MPA, CPPPO  
Executive Director

Raquel Reedy  
Superintendent

July 14, 2016

**VENDOR NAME:** \_\_\_\_\_

**BID NO:** 17-011DW-KM Pest Control Services

**DATE:** August 9, 2016

**TIME:** 11:00 a.m.

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

**U.S. MAIL  
PO BOX  
LOCATION:** Albuquerque Public School  
Procurement Department  
(Address for P.O. Box 25704  
First Class or Albuquerque, NM 87125  
Parcel Post  
Delivery)

Allow appropriate time for delivery to the Procurement Department location before the deadline time and date.

**PO Box Address, i.e. USPS First Class or Parcel Post Delivery.  
Allow one (1) additional business day for internal APS mail distribution.**

**CONTACT:** Daniel W. Dominguez, District Buyer  
[Daniel.dominguez@aps.edu](mailto:Daniel.dominguez@aps.edu) (505) 878-6119

**SPECIAL INSTRUCTIONS:** Complete BID documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late BIDS are not accepted.** To ensure proper identification and handling, clearly indicate the BID Proposal Number, Name, and the Opening Date and Time on the outside of the sealed response envelope.

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**PEST CONTROL SERVICES**  
**Bid No.17-011DW-KM**

**INTENT:** Albuquerque Public Schools (APS) invites you to bid on **Pest Control Services** in accordance with the attached specifications.

**INFORMATION FOR BIDDERS**

1. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Purchase Order issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.
  - Information for Bidders
  - General Terms and Conditions
  - General Conditions
  - General Requirements
  - Questionnaire/Pricing/District Map
  - Terms and Conditions (Signature Page)
2. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids. Bids not signed will be considered as non-responsive and rejected.**
3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

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

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

## PEST CONTROL SERVICES

### Bid No.17-011DW-KM

#### INFORMATION FOR BIDDERS CONTINUED

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Daniel Dominguez, District Buyer, telephone number (505) 878-6119; for clarifications of the specifications or other technical aspects of this bid may be made by contacting Fred Montano, telephone number (505) 765-5950 ext. 67480. **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 analysis and has made provision as to the cost thereof in his bid.
6. **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.
7. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.
8. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**
10. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. Bid is for product only.
11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.

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**INFORMATION FOR BIDDERS CONTINUED**

- 12. The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. If your company is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3724.
- 13. 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.

**GENERAL TERMS AND CONDITIONS**

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s) specified.

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 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 reserves the right to return supplies which do not meet specifications indicated in Bid at bidder's expense. Bidder guarantees supplies delivered are standard, new, regular stock, and living, as applicable.

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

**GENERAL CONDITIONS**

- 1. 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 Division. Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS Contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given 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.

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**GENERAL CONDITIONS CONTINUED**

2. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, 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.

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

3. **Purchase Order and Invoicing Procedures:** Following bid award, a Price Agreement (PA) will be issued to the successful bidder(s) on all awarded bid materials for the duration of the contract.

The offeror(s) awarded the contract will submit itemized monthly invoices to the APS Maintenance and Operations, Attention: Support Services, 915 Locust SE, Albuquerque, NM 87106. Each invoice must clearly reference the Price Agreement number, Purchase Order number and be submitted in duplicate. The invoices should be submitted at the start of each month for pest control services provided the previous month.

While APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property, it does not apply to services rendered as part of this bid. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes as a result of this work. Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.

4. **Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance due over 60 days in arrears at the rate of one and one-half percent (1.5%) per month. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

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**CONTRACTOR RESPONSIBILITIES**

1. **Insurance:** The Contractor shall, at his own expense, carry and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance listed:

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

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

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

General Liability Insurance shall be provided with the following limits.

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

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

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

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

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

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**CONTRACTOR RESPONSIBILITIES CONTINUED**

\$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.

The contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed:

Successful contractor must furnish proof of coverage to the APS Procurement Officer prior to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department. The Contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed.

2. **New Mexico Resident Bidding Preferences:** There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these 2 preferences are not cumulative.

**A. VETERANS PREFERENCE**

Policy effective July 1, 2016.

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

1. Resident veterans businesses with annual revenues of \$3M or less are to receive a 10% preference discount on their bids and proposals.

This preference is separate from the current instate preference and is not cumulative with that preference.

However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

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

**B. RESIDENTIAL PREFERENCE**

**New Mexico Resident Business Preference:**

Five percent of the total possible points to a resident business.

Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department

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**GENERAL REQUIREMENTS**

**SCOPE OF WORK:**

1. The purpose of this bid is to establish pricing for **Pest Control Services**. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO PERFORM PEST CONTROL SERVICES IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE OF THE SERVICE REQUESTED.**

2. **Background Information:**

This section provides background on the Albuquerque Public Schools pest control services which may be helpful to the offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description of APS requirements.

APS is the largest school district in New Mexico, which covers more than a 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 142 schools: 13 high schools, 11 alternative high schools, 27 middle schools, 89 elementary schools plus 33 Charter Schools in 2015 - 2016. The Food and Nutrition Center and Central Kitchen are other main areas that will need to be on a regular spray schedule along with the schools. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 89,500 students and 13,500 employees, 12,907 full time and 6,500 teachers, and 2,081 classroom educational assistants. The successful offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control costs in an innovative and effective manner.

3. **Description:**

The purpose of this bid is to establish a contract for all labor and materials necessary to achieve effective insect, rodent and bird control. Service representatives shall make additional visits and treatments as APS deems necessary. Such service calls shall be made promptly when requested.

All pest control work shall be performed in a safe manner and in accordance with the most modern and effective scientific pest control features.

The awarded Contractors will guarantee reasonable control of pest infestation to the satisfaction of APS.

4. **Certifications:**

The awarded contractor must provide evidence that it is licensed by the State of New Mexico for Pest Control Application, by providing a copy of the contractor's license with the bid response. Also, a list of current employees and their licenses must also be provided and will be maintained by APS.

The awarded Contractors must have adequate staff to provide consistent services.



**PEST CONTROL SERVICES**  
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**GENERAL REQUIREMENTS CONTINUED**

**5. Type of Pest Control:**

The awarded Contractors shall thoroughly inspect and provide pest control services on a regular basis

The awarded Contractors shall use integrated pest control baiting methods (IPM) for (but not limited to) all roaches, flies, ants, centipedes, mice, rats and other integrated pest control procedures exclusively.

IPM is required by APS for health and environmental reasons. It is APS's goal to have effective pest control services while at the same time reducing the use of chemical pesticides to a minimum. Chemical pesticides are to be used only when necessary and the IPM program is to be used for the duration of any contract issued as a result of this bid

The awarded Contractors shall have the capability of spraying the interior of each area and proper application of granules or other approved material on the exterior of the units with the State and Federally approved chemicals on an as-need basis as determined by APS.

Specified treatment formulation must meet all local, State and Federal regulations and must be acceptable to APS.

Safely trapping of cats/skunks/prairie dogs/mice/rats along with removal.

Bird exclusion methods which may include spikes or nets.

**6. Formulation:**

Be odorless in public places (Tempo-wp or equal).

Be harmless to all humans and animals.

Have a residual value of over 25 days.

Be stainless.

All chemicals used indoors shall be odorless and non-selective.

Chemicals used outdoors shall be water based with a residual value over 25 days.

Special care shall be executed in the use of liquid insecticides in areas having asphaltic, mastic or linoleum floors.

**7. Scheduling:**

It shall be the contractor's responsibility to collaborate with APS a schedule of treatment and adhere to that schedule.

The awarded Contractors will be required to return to areas that may have achieved unsatisfactory results and respray as needed.

All services, regular and special, shall be rendered at such times as not to interfere with the tenants and other persons in or about the premises.

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**BUILDINGS TO BE SERVICED**

There will be a mandatory pre-bid meeting to be attended by respondents to this bid. The meeting will be conducted on Wednesday, July 27<sup>th</sup> at 9:00 a.m., at the Lincoln Building, 915 Locust SE, Albuquerque, NM.

Food and Nutrition Services Facility, Central Kitchen, kitchens, cafeterias, snack bars, teacher lounge/break rooms; home economic rooms and the exterior of the schools will be the main targeted areas for pest control. Roofs and A/C units may require pigeon control along with trapping cats and skunks from school sites.

Bidders must be able to service all specified sites at the agreed upon total contract cost.

APS prefers to award this contract all-part-or-none, but reserves the right to apportion the award as may be in the best interest of the District. APS also reserves the right not to award for any building(s) if bids exceed available funding or if APS crews can perform the work in a more cost-effective manner.

After award and during the course of the contract APS may want to add buildings to or delete buildings from the contract. If such additions/deletions occur during the life of this contract, negotiations will be held with the successful contractor regarding a new pricing schedule for the desired level(s) of service.

In the event of an unforeseen circumstance such as an imminent visit from a dignitary, APS reserves the right to negotiate additional service(s) to be performed with the successful offeror. Additional service will be within the original scope of work.

**CONTRACTING WITH APS**

**CONTRACT PERIOD:** The terms of any contract as a result of this solicitation will be in effect for eight (8) years following award.

Price escalation will only be **considered** at the yearly observance of award and only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Price escalation will not be allowed for any reason not related to market conditions and related to the Scope of Work. Justifying documentation must accompany price escalation request. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings.

Although this contract is being bid on behalf of APS Maintenance and Operations Department, individual schools/departments, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specified items awarded.

Regardless of the termination date, any unfinished work will be carried to completion by the same Contractor without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress. Contract may be cancelled by either party with sixty-(60) day's written notice. This provision shall not affect or limit the rights of APS under standard default provisions. APS may make multiple awards if necessary for complete coverage of all sites.

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Albuquerque Public Schools shall have the right and contractor shall not unnecessarily withhold permission to occupy any and all facilities as soon as and as long as it is safe for staff and students to do so whether or not services on such facilities have been accepted as complete and satisfactory. This shall not be construed to mean acceptance before any required services have been completed and does not indicate acceptance of the facility by Albuquerque Public Schools.

Once the contract is awarded, the successful offeror will be allowed access to buildings and rooms during the prescribed hours, even when in use. It is the Contractor's responsibility to post notification at the site when pest control equipment is operating or when the site has been determined to be unsafe. Contractor shall also immediately notify the site administrator or designee of unsafe conditions.

This contract will be at the direction of the M&O Building Services Manager, or his designee. Each APS building has a site administrator, or designee, who will assist the successful offeror in coordinating any unique working situations at each building. Contractor and site administrator will mutually agree on service times, emergency procedures, site access and other conditions as may be pertinent. If any buildings listed in this Bid become temporarily unavailable due special usage or emergency, the contractor will be so notified in advance that pest control services may be temporarily curtailed. The contractor will accordingly not be paid for services he/she is unable to render.

Work performed under the contract shall be subject to strict APS internal controls. Contractor shall have no access to APS work orders and shall not enter into APS administrative decisions. **This contract is intended solely for the provision of pest control services.** The Contractor shall not be paid for any services which are clearly beyond the defined scope of this contract.

Regular APS working hours are 7:00 a.m. to 5:00 p.m. Monday through Friday. Pest Control services rendered as part of this contract may be scheduled between the hours of 4:00 p.m. and 11:00 p.m., Monday through Friday. With prior approval of the M&O Building Services Manager, the site administrator, or their designees, weekend work may be performed between the hours of 7:00 a.m. and 11:00 p.m. The contractor should anticipate that some APS personnel might remain in the buildings during the hours of pest control service. Work rendered as part of this bid shall be coordinated with the site administrator for minimum interference with any special facility schedule.

Access to buildings will be arranged with the site administrator or his designee. The contractor will be provided instructions for accessing all buildings and rooms requiring pest control services under this Bid. The contractor will be responsible for properly opening and re-securing all buildings and rooms serviced. The contractor will be held accountable for any buildings found unsecured following contracted pest control services, and will also be billed for any lost keys and the rekeying of any building, if necessary.

Cafeteria/Kitchen servicing hours can be before 7:00 a.m. or on an agreed upon time with the kitchen staff on weekdays as chemicals cannot be around prep time of food and serving times. Cafeteria/kitchen areas will need to be serviced through the summer months on a regular schedule with no interruption in service. If in the event of a pest infestation in the cafeteria/kitchen area, service will need to be provided within 24 hours. All other areas of the school can be serviced at normal business hours Monday through Friday and weekends with prior approval from the M&O Building Services Manager. Please list any additional fees for on call/emergency services needed for the cafeteria/kitchen, Central Kitchen and the

## **PEST CONTROL SERVICES**

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Food and Nutrition Services Facility to avoid interruption of services to the District. (page 14 pricing sheet)

If APS cannot verify satisfactory completion of work, payment of invoices for work performed may be held until such verification has been made by site administrator or designee.

APS will bear the responsibility of determining that the contractor has proper utility services to perform work as required. If pest control in any facility requires the interruption of service within the building, such interruption shall be carefully coordinated with the Site Administrator to minimize system down times. Absolutely no interruption of the existing services will be permitted without the approval of the Director of Maintenance and Operations or his designee.

### **SITE SAFETY**

Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The Contractor will only use pest control products approved by APS. Offeror must submit to APS for approval a list of MSDS sheets of all pest control products with the proposal. The Contractor shall abide by all State of New Mexico Environmental Improvement Board Occupational Safety and Health Board 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.

If the facility is partially occupied, contractor shall barricade or otherwise separate the worksite from students and staff. Workers will not leave pest control equipment or chemicals unattended. The site administrator or designee has the authority to stop any unsafe job and to require safety precautions to protect occupants, such as signage or barricades for wet floors. All such safety items are to be provided by contractor.

The Director of Maintenance and Operations, or his designees, reserves the right to visit any worksite at any time. Contractor may or may not be advised of these visits. Any failure to adhere to proper safety procedures may result in withholding of monthly payments.





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**PRICING:**

Provide your fixed cost to provide scheduled preventive maintenance pest control services for each building to be serviced. Specify separate charge for each High, Middle, and Elementary school PM service, as described in the previous paragraphs of this bid. Also, note how your company handles trouble calls in the space below and then provide your charges for trouble calls under each type of school. Charges for each High, Middle, and Elementary school service are to be reflected in itemized invoices to be submitted by the successful offeror at the end of each month. Bid primarily awarded on best PM Service Charges and secondarily, if necessary, charges for trouble calls.

	<u>High</u>	<u>Middle</u>	<u>Elementary</u>	<u>Total</u>
Charge for PM Services to Each Building	_____	_____	_____	_____
	<u>High</u>	<u>Middle</u>	<u>Elementary</u>	<u>Total</u>
Charge for Emergency/ On Call Services	_____	_____	_____	_____
	<u>High</u>	<u>Middle</u>	<u>Elementary</u>	<u>Total</u>
Charge for Emergency/ On Call Services For Kitchen/Cafeteria/Food and Nutrition Services Building/Central Kitchen	_____	_____	_____	_____
	<u>High</u>	<u>Middle</u>	<u>Elementary</u>	<u>Total</u>
Charge for PM extra room (1)	_____	_____	_____	_____
	<u>High</u>	<u>Middle</u>	<u>Elementary</u>	<u>Total</u>
Charge for PM extra room (2)	_____	_____	_____	_____
	<u>High</u>	<u>Middle</u>	<u>Elementary</u>	<u>Total</u>
Charge for PM extra room (3)	_____	_____	_____	_____
	<u>High</u>	<u>Middle</u>	<u>Elementary</u>	<u>Total</u>
Charge for PM extra rooms (4 or more)	_____	_____	_____	_____

Procedure:

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**SPECIAL OPTIONS PRICING:**

The following services will not be evaluated as part of the bid response and will be utilized at the offered pricing on an "as needed" basis by APS. Materials used in the work listed below may be reimbursed at documented cost.

<b><u>DESCRIPTION</u></b>	<b><u>PRICE (HOURLY RATE)</u></b>
Bees and Wasps	_____
Termite Control	_____
Power Spray Treatment	_____
Tree Spraying-Based on inspection	_____
Pigeon Control-Based on inspection	_____
Pigeon Dropping Removal	_____
Trapping cats/skunks along w/removal	_____
Deodorizing	_____
Tapping of mice/rats along with removal	_____
Lice	_____
Bed bugs	_____



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**Resident Veterans Preference Certification**

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

**Please check one box only**

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

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

In conjunction with this procurement and the requirements of this business application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference. I understand that knowingly giving false or misleading information on this report constitutes a crime.

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

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

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

\*Must be an authorized signatory for the Business.

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

**PEST CONTROL SERVICES**  
**Bid No.17-011DW-KM**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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 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 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 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 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 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.

**PEST CONTROL SERVICES**  
**Bid No.17-011DW-KM**

**“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 proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal 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)

**PEST CONTROL SERVICES  
Bid No.17-011DW-KM**

**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 request for proposals.

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

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

**PEST CONTROL SERVICES**  
**Bid No.17-011DW-KM**

**ALBUQUERQUE PUBLIC SCHOOLS-BOARD OF EDUCATION**  
**TERMS AND CONDITIONS**

**Preparation of Bids**

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

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

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

**General**

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

**Qualifications of Bidders:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

**Award**

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the State Purchasing Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

**Packing, Shipping and Invoicing**

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. destination.

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

**Patent Indemnity**

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleged infringement.

**Warranties**

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**PEST CONTROL SERVICES**  
**Bid No.17-011DW-KM**

**Inspection**

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

**Assignment**

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

**Non-discrimination**

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

**Changes**

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

**Kickback Statement**

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

**Termination**

APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, at anytime, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and his suppliers at any tier.

**Contingency**

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

**Other Applicable Laws**

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

**Non-Collusion**

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

Signature of Authorized Representative _____	Contractor's License No: _____ (If Applicable)
Type or print name of above _____	Resident Certification No: _____ (If Applicable)
Name of Firm _____	
Address _____	Phone: _____ Fax: _____
_____	Email/Web Address: _____