

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**



**REQUEST FOR BID**

**BID Number: 16-026MM-AM**

**Playground Installation – Indoor and Outdoor**

**April 11, 2016**

**ALBUQUERQUE PUBLIC SCHOOLS**

**FACILITIES DESIGN AND CONSTRUCTION/MAINTENANCE AND  
OPERATIONS**

**OFFSITE PROCUREMENT OFFICE  
LINCOLN COMPLEX, BLDG. A, FIRST FLOOR, ROOM 7  
915 LOCUST ST. SE  
ALBUQUERQUE, NM 87106**

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**I. OVERVIEW OF BID**

**A. PURPOSE OF THIS BID**

To establish pricing for furnishing all labor, site preparation materials and equipment on request, to provide: 1) pick up and delivery of playground equipment, indoor/outdoor equipment/furnishings from and to designated site(s); 2) site preparation (i.e. excavation, sand, engineered wood fiber, concrete borders); 3) rental of appropriate equipment (i.e. bobcat, crane, etc.); 4) miscellaneous work and materials as may be required for a complete project; 5) installation of playground equipment, indoor/outdoor bleachers, tables, benches and related indoor/outdoor equipment/furnishings \*; 6) removal of existing playground equipment, equipment and furnishings \*; 7) removal and installation of playground equipment, equipment, and furnishings; \*; 8) relocation of playground equipment on existing site or between sites \*; 9) removal/disposal of playground equipment.

NOTE: Proposed bidder's shall maintain the licenses and classifications to perform services under this procurement. At a minimum, bidder shall have a GF-05, GB-98, National Recreation and Park Association NRPA, Certified Playground Safety Inspectors (CPSI), International playground contractors association (NPCAI), Certificate of Playground Contractor Qualification, Recreation Installation Specialist, Playground Equipment Manufacturer's Certified Installer Certification and CRE8 Play, Gametime, LSI, Miracle, Playword Systems.

**B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS**

Albuquerque Public Schools (APS) is the nation's 28th largest school district covering a 1200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board of seven members serving staggered terms of four years each governs the district. The Albuquerque school district maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms and administrative offices. The district strives to keep pace with Albuquerque's growth. The approximately 90,000 APS students plus 5000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools.

**C. PROJECT DESCRIPTION**

Various playground equipment installation both indoor and outdoor 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".

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**E. 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 \$75,000.00 (\$75,000.00 x.05% = \$3,750.00) , 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 \$125,000.00.

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

**F. SUBCONTRACTOR LISTING FORMS**

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

**G. 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.

**H. PERMITS, PLAN CHECKING FEES, OTHER CHARGES**

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications. The contractor will also be required to bring in a generator or have an electrician bring in pigtails to complete the work. APS reserves the right to have the Contractor supply and install all materials and labor for a complete working project. Further, APS may supply materials and have contractor install or APS may supply materials and install within the project. The Contractor **will** be required to obtain all necessary permits if the assigned project requires reinstallation. The project will be permitted and inspected by City or local authorities. Green tags shall be delivered to the project administrator to be kept on file.

**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**

	<b>Event</b>	<b>Responsible Party</b>	<b>Date</b>	<b>Location</b>
1.	Advertisement	APS Procurement	04/10/16	Public Advertisement
2.	BID Procurement will be Made Available to Potential Bidders on the procurement website: <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a> )	APS Procurement	04/11/16	APS Procurement Website: <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a>
3.	Submission of Written Questions	Potential Bidders	04/18/16 before 3:00 PM deadline	Michael Madrid, CPPB Construction Buyer <a href="mailto:michael.madrid@aps.edu">michael.madrid@aps.edu</a>
4.	Release of Last Addendum Prior to Submission of Bids	APS Procurement	04/20/16	APS Procurement Website: <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a>
5.	Submission of Bids – Bid Opening	Bidders	04/26/16 2:00 PM deadline	APS Offsite Procurement Office, Lincoln Complex, Bldg. A, Room 7, 1 <sup>ST</sup> Floor, 915 Locust St. SE
<b>6.</b>	<b>APS Board Approval</b>	<b>APS</b>	<b>TBD</b>	<b>APS Board Meeting</b>
<b>7.</b>	<b>Notice of Award</b>	<b>APS</b>	<b>TBD</b>	<b>APS Offices</b>

**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.

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**2. 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 A, Room 7  
915 Locust Street, SE  
Albuquerque, NM 87106  
Telephone: 505-848-8826  
E-mail: michael.madrid@aps.edu**

**3. 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.

**4. Submission of Bids**

a) Receipt of Bids:

**Submittal of bids are due by 2:00 p.m., April 26, 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 A, 1st Floor, Room 7  
915 Locust Street SE  
Albuquerque, NM 87106  
ATTENTION: Michael Madrid CPPB, Construction Buyer  
Telephone: 505-848-8826**



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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.

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.

**5. 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, MA CPPO, Executive Director – Procurement and Accounts Payable  
6400 Uptown Blvd. NE, Suite 600 W  
P.O. Box 25704  
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

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**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).

**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.

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**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.

**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. Licensing Requirements**

The Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the bid, provide copies of all of the Contractor’s valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors’ licenses need be provided only if requested of the Owner.

**15. Subcontractors**

The Subcontractors Fair Practices Act, 13-4-31 et. seq. per NMAC 1.4.8.13, para. C applies to this procurement. Therefore, any request for substitution on the part of the Owner or the Bidder shall comply with this section.

**16. 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.

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**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.

**“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.

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**“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
- 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.

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“**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.

**3. SUBCONTRACTOR BONDING**

Each subcontractor shall provide AS REQUIRED BY APS a performance and payment bond on a public works construction project if the subcontractor’s contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

## **IV. BID RESPONSE FORMAT AND ORGANIZATION**

### **A. 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
  - NM DOL (Workforce Solutions) Certificate Number
  - Contractor's New Mexico Gross Receipts Tax Number
  - Contractor's Federal Employee Identification Number
  - Acknowledgment of Receipt of Addenda (If applicable)
  - Price – Plan's A & B
  - 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**
- Item 11 **Product Submittals**

### **B. 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

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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.

**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 \$75,000.00 = \$3,750.00), 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.



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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.
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.

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**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 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 CPPB, 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:
- John Dufay, Executive Director of Maintenance and Operations, telephone (505) 848-8818.
  - Karen Alarid AIA, Executive Director of Capital, Facilities Design Construction
  - Rick Leydig, Playground Manager 765-5950 ext 401
  - Adam Hendrickson, ADA Construction Manager, Facilities Design and Construction 848-8823

**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.

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- 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 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.

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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:

\$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.

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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.
  
- 11.) **Registration:** Pursuant to NMSA 1978 §13-1-105, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) must be registered with the Department of Workforce Solutions, as required by Section 13-4-13.1 NMSA 1978, as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price. A prime contractor which has included an unregistered subcontractor in its bid may elect to withdraw its bid. If the Bidder fails to notify APS within 4 business days that Bidder has substituted a registered subcontractor for the unregistered subcontractor, Bidder shall be deemed to have withdrawn its bid.

**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 three 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.

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)

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- 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.) **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 three (3) business days.
  - b) **Routine Requests** – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal
  - c) 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.
- 4.) **Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.
- 5.) **Final Acceptance:** The contractor shall notify the APS Project Manager or designee when each work order/project is complete. APS shall then arrange for a prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.
- 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.
- 7.)

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Itemized invoices, clearly referencing appropriate contract, project/location name, item number etc. shall be submitted to the APS Maintenance and Operations, or Facilities Design and Construction. Copies of the completed Construction Report Form shall be attached to the invoice to substantiate charges. (See copy of form in Appendix B.) Charges for personnel shall indicate the wage rate job classification and the name of personnel performing the work with reference to the appropriate time records. All charges must reflect bid quotations. Contractor will not receive any compensation until such time that the services requested have been rendered, final inspection conducted, work has been accepted by an authorized representative of the Albuquerque Public Schools, and **final close out documents are submitted and complete.** Progress payments will not be made unless specifically requested in the event of a lengthy job or similar circumstance wherein payment may be delayed for an unreasonable period of time. APS may consider payment of up to 85% of project when cost is over \$100,000.00 and work has been completed. Upon submission of close-out documents, remaining balance will be paid.

When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the Contract Documents.

The Contractor shall provide unconditional releases of lien from all Subcontractors and major material suppliers when submitting his final invoice at the end of each project.

**Prompt Payments:** APS will strive to meet or exceed prompt payment terms as may be established by statute. 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.

- 7.) **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, unoccupied sites to limit smoking to designated areas.

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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.

- 8.) **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.
- 9.) **Work 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, including proceeding without the prior approval of APS' authorized contact for any project, may become the personal liability of the individual(s) involved.
- 10.) **Licensing and Personnel Qualifications:** Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed and appropriately skilled in the applicable trade(s).

Proposed bidder's shall maintain the licenses and classifications to perform services under this procurement. At a minimum, bidder shall have a GF-05, GB-98, The GB-98 is for the shade installs and permitting for the COAlb, National Recreation and Park Association (NRPA), Certified Playground Safety Inspectors (CPSI), International Playground Contractors Association (NPCAI), Certificate of Playground contractor qualification Recreation Specialist, Playground Contractor Qualification, Recreation Installation Specialist, Playground Equipment Manufacturer's Certified Installer Certification and CRE8 Play, Gametime, LSI, Miracle, Playword Systems.

- 11.) **Codes and Permits:** All work shall be executed in accordance with local, federal, and state ordinances, and regulations governing the particular class of work involved. The contractor shall be responsible for the final execution of the work to suit these requirements. In the event of a conflict between the various codes and standards, the more stringent shall govern. The contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from any failure to comply with codes and ordinances. Contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by APS for these permit fees only. No mark up will be allowed. Actual copies of permit charges must be submitted with invoices.



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- 12.) **Supervision:** The work shall be performed under the direction of qualified personnel experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and shall normally be present on the site during the execution of the work.
- 13.) **Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, and County Codes and Ordinances.
- 14.) **Inspections:** The appropriately authorized APS personnel may inspect projects at any time with or without prior notification to the contractor. APS designee will inspect work performed and materials used under this contract. APS shall have the right to interrupt work for spot checks or inspection purposes. Should any work be contrary to specifications or to any requirement of the contract documents, the APS designee may order it corrected. The contractor shall correct all such work at his own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by APS shall promptly be removed, replaced or corrected as may be applicable. Any cost involved will be borne by the contractor.
- 15.) **Guarantee:** The contractor shall guarantee workmanship for a period of 12 months from the date of final acceptance of the project and shall promptly repair any defects at no cost to Albuquerque Public Schools. Such repairs will match the existing surface in texture and color as closely as possible. The cost of this maintenance is to be included in the quotation and will not be subject to additional charges for any reason. This does not apply to repairs necessitated by owner negligence, vandalism, “acts of God,” and similar.
- 16.) **Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, electrical systems, piping, furnishings, and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of Albuquerque Public Schools.
- 17.) **Protection of the Work:** The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.

Contractor shall barricade or otherwise separate the worksite from students. Workers will not leave hand or power tools unattended. The site administrator or designee has the authority to stop any unsafe job and to require safety precautions such as evacuation from the area to protect students.

The site must be secured by the contractor, with whatever means necessary, until final inspection and acceptance has been made by the APS Project Coordinator.

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- 18.) **Clean Up:** The contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.
- 19.) **Specifications Deviation:** General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications rule. On any job where there is doubt as to the process of application to be used, the final decision will be made by the appropriate APS Manager, or his designee.
- 20.) **Method of Award:** First consideration will be given to the bidder with lowest overall labor rates, material pricing, and equipment rental mark-up. Any additional charges required to mobilize equipment and crews to or throughout the District will be taken into consideration in the evaluation and award process. If bidder is not from the local area define how you plan to provide service to APS.

If low bidder's work is unknown or unfamiliar to APS, references will then be contacted and a qualified inspector will inspect previous job sites.

If the low bid is not readily apparent, APS will compare bid results for each class of work and the mark-up for materials. If pricing varies considerably, APS will use a typical project (perhaps from another public entity) and will compute the prices based on bids received and arrive at an extended total for all items for each bidder. The same project(s) will be used across the board for all bidders.

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**Technical Specifications**

**1. General Requirements**

**1.1 Scope of Work:** This bid is also for an indefinite quantity price contract for installation of playground equipment, indoor/outdoor equipment/furnishings as needs develop. Playground equipment and indoor/outdoor equipment/furnishings will be purchased and stored at an APS facility.

Contractor will, upon request, furnish all labor for installation, site preparation, and any other unforeseen costs, materials, and equipment necessary to complete specified work. APS does not pay for project managers, inspectors, clerical support, etc, mileage, toll charges, cellular telephones, meals, travel, or per diem. Miscellaneous work and/or materials may be added as necessary for a complete project. Work requests may include the following:

1. Pick up and delivery of playground equipment, indoor/outdoor equipment/furnishings from and to designated site(s)
2. Site preparation (i.e. excavation, removal or reduction of fill (at APS discretion) sand, concrete, borders, etc.)
3. Rental of appropriate equipment (i.e. bobcat, crane, etc.)
4. Miscellaneous work and materials as may be required for a complete project.
5. Installation of playground equipment, indoor/outdoor equipment/furnishings \*
6. Removal/Disposal of existing playground equipment, related indoor/outdoor equipment/furnishings \*
7. Removal and installation of playground equipment, indoor/outdoor equipment and furnishings \*
8. Relocation of existing playground equipment, indoor/outdoor equipment, and furnishings on existing site \*
9. Removal/disposal of playground equipment, indoor/outdoor equipment, and furnishings \*

\* i.e. bleachers, tables, benches, and related indoor/outdoor equipment/furnishings

It should be noted that all of the above items are covered under this contract only as they are required to complete installation of playground equipment, indoor/outdoor equipment/furnishings.

**1.2 Licensing and Personnel Qualifications:** Contractor shall be properly licensed (GF-5), under the New Mexico Construction Industries Regulations, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. APS requires installer to have National Institute Playground Safety Inspector (NIPSI) certification, or letter of reference from any of the three listed playground equipment vendors or manufacturers listed on page 15, Materials, Playground Equipment.

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- 1.3 **Supervision:** The work shall be performed under the direction of qualified personnel experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and shall normally be present on the site during the execution of the work.
- 1.4 **Codes and Permits:** All work shall be executed in accordance with local, federal, and state ordinances, and regulations governing the particular class of work involved. The contractor shall be responsible for the final execution of the work under this heading to suit these requirements. In the event of a conflict between the various codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved; and, on completion of the work, this contractor shall obtain and deliver to APS the final certificates of acceptance. The contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from his failure to comply with codes and ordinances. This contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by APS for these permit fees only. No mark up will be allowed. Actual copies of permit charges must be submitted with invoices.
- 1.5 **Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, and County Codes and Ordinances. Under this contract all work and products shall be executed in strict accordance with CPSC Handbook for Public Playground Safety and ASTM F 1487-95. **The successful bidder will be thoroughly familiar with this document. It may be obtained by contacting the Chief Design Engineer at the City of Albuquerque Public Works Department.**
- 1.6 **Interrupting Services:** The contractor shall coordinate all work in order to minimize interference with the operation of existing service.
- 1.7.1 **Inspections:** The appropriately authorized APS Project designated personnel shall inspect projects at any time with or without prior notification to the contractor. APS shall have the right to observe all work before it is covered. Should any work be covered contrary to request or to any requirement of the contract documents, the APS designee may order it uncovered for his observation. The contractor shall uncover and replace all such work at his own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by APS shall promptly be removed, replaced or corrected as may be applicable. The cost of this work shall be borne by the contractor. The contractor shall notify APS 24 hours in advance before covering up any concealed portions of work or conducting tests by any trade.
- 1.8 **Guarantee:** The contractor shall guarantee against defects in workmanship for a period of 12 months from the date of final acceptance of the project and shall promptly repair such defects at no cost to Albuquerque Public Schools. Materials guarantee shall be the standard product guarantee, except as may be otherwise specified.

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- 1.9 **Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, electrical systems, piping, furnishings, and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of Albuquerque Public Schools.
- 1.10 **Protection of the Work:** The contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by APS designee.
- 1.11 **Clean-Up:** The contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.
- 1.12 **Specifications Deviation:** General specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job specifications, the Job Specifications rule. On any job where there is doubt as to the process of installation to be used, the final decision will be made by the appropriate APS authorized contact person, or designee.
- 1.13 **References:** Submit three (3) local references where you have provided installation services with your bid.
- 1.14 **Method of Award:** APS will award to the low responsible and responsive bidder(s). APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.
- 1.15 **Post Award Conference:** After bid award, the contractor shall meet with APS' designated contact personnel, or their designee(s), to outline procedures such as scheduling paper flow, testing, and inspections.

Unless otherwise agreed, contractor will be prepared to begin work not later than two weeks from the date of the notice to proceed. Inclement weather or other such circumstances will be considered on a case by case basis.

## **2. MATERIALS**

- 2.1 **Playground Equipment:** Playground equipment will be purchased by APS and stored at Maintenance and Operation's warehouse facility. APS anticipates purchasing equipment from various manufactures. This is not a commitment to purchase. The information is included to provide a potential bidder with some idea of possible contract activity.
- 2.2 **Concrete:** Air entrained concrete mix with  $\frac{3}{4}$  inch coarse aggregate, 4-6 percent air entrainment, and shall achieve a compressive strength of 3,000 psi at 28 days.
- 2.3 **Sand:** Shall be brick grade or better.

## **BID # 16-026MM-AM**

### **Playground Installation – Indoor and Outdoor**

2.4 **Engineered Wood Fiber:** Shall be International Playground Equipment Manufacturers Association (IPEMA) certified.

### 3. **EXECUTION**

3.0 **Pick Up and Delivery of Playground Equipment:** Contractor shall coordinate pick up and delivery of playground equipment with the successful representative to designated site as designated site as indicated on purchase order.

3.1 **Site Preparation:** Contractor shall furnish all labor, equipment and tools necessary to complete a level surface. Each site shall have concrete borders six (6) inches wide by at least fourteen (14) inches high, to allow a minimum of two (2) inches clearance above the required depth of twelve (12) inches of sand, 14 inches IPEMA Certified Engineered Wood Fiber. **Exception:** at locations with existing sidewalk borders, the area will be excavated to a level surface, minimum fourteen (14) inches from the lowest point on the sidewalk. The sub grade shall be compacted to 95%. Any additional work that might be necessary must be considered in the bid.

**Site Preparation – Concrete Specifications:** Air entrained concrete mix with  $\frac{3}{4}$  inch coarse aggregate, 4-6 percent air entrainment, and shall achieve a compressive strength of 3,000 psi at 28 days. Slump shall be no more than 3 inches. Fly ash shall be used as cement replacement at a maximum replacement of 15% weight. Calcium Chloride and super plasticizer shall meet ASTM requirements. Concrete mix shall at all times (even when additives are used) test no less than 3,000 psi strength requirements. Concrete wall normally 6" x 14" shall have expansion joints with  $\frac{1}{2}$  inch expansion fiber uniformly placed at maximum intervals of 20 feet 0 inches on center from corner to corner. There

may be occasion for a 6" x 24" or other odd sized concrete wall. Expansion shall securely braced during the placement of concrete to ensure that expansion is held in the vertical position. Number 4 rebar shall be placed vertically every 32 inches. At least two horizontal strands of Number 4 rebar shall be in each concrete wall. All concrete surfaces shall be rubbed to a smooth uniform finish. The top surface of the concrete wall shall be level around the entire perimeter of the play area.

3.2 **Miscellaneous Work:** Contract shall furnish materials as may be required for miscellaneous work for a complete project. Unforeseen work must have prior approval from Karen Alarid, Executive Director Facilities Design and Construction or John Dufay, Director for Maintenance and Operations, Lincoln Operation, before proceeding.

3.3 **Installation:** Equipment will be installed on a level surface in accordance with manufacturer's instructions. Final installation of equipment must conform to the CPSC Handbook for Public Playground Safety and ASTM F 1487-95.

**BID # 16-026MM-AM**

**Playground Installation – Indoor and Outdoor**

3.4 **Removal/Disposal:** Contractor shall furnish all labor, equipment and tools necessary to complete required removal or disposal of materials. Materials shall be properly disposed of in compliance with EPA City, and County regulations. APS will reimburse exact dumping fees upon receipt of documentation. Add to invoice at no markup.

3.5 **Survey Site Placement of Utilities:** Line location **must** be requested through and be coordinated by APS Maintenance and Operations or NM One Call for line Spots for Facilities Design and Construction projects at least 48 hours in advance of desired work date.

Contractor agrees to perform the work according to the conditions and specification described herein at the prices stated below throughout the time period of this contract. The pricing sheets are for both Section I and II.

APS will compare bid results for each class of labor. If one low bid is not readily apparent, APS will evaluate the classifications per typical hours for a typical job and/or in direct proportion to actual usage.

APS will present the installer with a list of playground equipment to be installed and the applicable list price(s). Accordingly, the installer will offer a percentage discount from the list price(s) as his fee for installing the specified equipment.

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

**Pricing Plan A (projects less than \$60,000, no wage decision necessary)**

**PLAYGROUND EQUIPMENT – INSTALLATION (INCLUDES DELIVERY FROM AND TO DESIGNATED SITE(S))**

Item No.	Description	Price as Indicated	Unit Price
1.	Composite Structures	Percent	_____
2.	Independent Climbers	Percent	_____
3.	Independent Slides	Percent	_____
4.	Physical Fitness Equipment	Percent	_____
5.	Spring Toys/Pogo Poles	Percent	_____
6.	Swings	Percent	_____
7.	Tetherball Poles/Balls	Hour	_____
8.	Toss & Scores	Percent	_____
9.	Track & Field	Hour	_____
10.	Unitary Surface	Hour	_____
11.	Synthetic Turf (Complete)	Sq. Ft.	_____
12.	Running Tracks – Polyurethane	Sq. Ft.	_____

**PLAYGROUND EQUIPMENT – INSTALLATION ONLY**

13.	Composite Structures	Percent	_____
14.	Independent Climbers	Percent	_____
15.	Independent Slides	Percent	_____



**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
16.	Physical Fitness Equipment	Percent	_____
17.	Spring Toys/Pogo Poles	Percent	_____
18.	Stand Alone Equipment	Percent	_____
19.	Swings	Percent	_____
20.	Other (Please Specify) _____	Hour	_____

**OUTDOOR EQUIPMENT – INSTALLATION ONLY**

21.	Basketball Goals/Toss/Scores	Hour	_____
22.	Furnishings, Site	Hour	_____
23.	Shade Structures	Hour	_____
24.	Other (Please Specify) _____	Hour	_____

**INDOOR EQUIPMENT – INSTALLATION ONLY**

25.	Basketball Goals	Hour	_____
26.	Floor Mats, Weight Rooms	Hour	_____
27.	Scoreboards	Hour	_____
28.	Volleyball Game Standards	Hour	_____
29.	Weight Room Equipment	Hour	_____

**INDOOR EQUIPMENT – INSTALLATION ONLY CONTINUED**

30.	Other (Please Specify) _____	Hour	_____
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**SITE PREPARATION**

31.	Excavation – Stock Pile on Site	Cubic Yard	_____
32.	Excavation & Reinstall to Different Location	Cubic Yard	_____

**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
33.	Excavation & Reinstall to Same Location	Cubic Yard	_____
34.	Excavation & Disposal (Haul Off)	Cubic Yard	_____
35.	Surveying/Staking	Hourly	_____
36.	Concrete Borders, 6" x 14", Complete in place	Linear Foot	_____
37.	Concrete Borders 6" x 24", Complete in place	Linear Foot	_____
38.	Concrete Borders, Odd Sizes, Complete in place	Linear Foot	_____
39.	4" Concrete Slab with 6" thickened edge	Square Foot	_____
40.	Concrete Work, Planters	Cubic Foot	_____
41.	Concrete Work, Miscellaneous	Cubic Foot	_____
42.	Concrete Saw Cutting	Linear Foot	_____
<b>EQUIPMENT RENTAL</b>			
43.	Backhoe	Hour	_____
44.	Backhoe	Daily	_____
45.	Backhoe	Weekly	_____
46.	Backhoe	Monthly	_____
<b>EQUIPMENT RENTAL CONTINUED</b>			
47.	Bobcat/Skid Steer Loader	Daily	_____
48.	Bobcat/Skid Steer Loader	Weekly	_____
49.	Bobcat/Skid Steer Loader	Monthly	_____
50.	Generator	Hour	_____
51.	Generator	Daily	_____

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
52.	Generator	Weekly	_____
53.	Generator	Monthly	_____
54.	Welder	Hour	_____
55.	Welder	Daily	_____
56.	Welder	Weekly	_____
57.	Welder	Monthly	_____
58.	Dump Truck, 8-12 cubic yard	Hour	_____
59.	Dump Truck, 8-12 cubic yard	Daily	_____
60.	Dump Truck, 8-12 cubic yard	Weekly	_____
61.	Dump Truck, 8-12 cubic yard	Monthly	_____

**EQUIPMENT RENTAL CONTINUED**

62.	Jackhammer & Compressor	Hour	_____
63.	Jackhammer & Compressor	Daily	_____
64.	Jackhammer & Compressor	Weekly	_____
65.	Jackhammer & Compressor	Monthly	_____
66.	Tamper	Hour	_____
67.	Tamper	Daily	_____
68.	Tamper	Weekly	_____
69.	Tamper	Monthly	_____
70.	Portable Toilets, Rental	Weekly	_____
71.	Fork Lift	Hour	_____

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
72.	Fork Lift	Daily	_____
73.	Fork Lift	Weekly	_____
74.	Fork lift	Monthly	_____
75.	Man Lift	Hour	_____
76.	Man Lift	Daily	_____
77.	Man Lift	Weekly	_____
78.	Man Lift	Monthly	_____
79.	Crane	Hour	_____
80.	Crane	Daily	_____
81.	Crane	Weekly	_____
82.	Crane	Monthly	_____
83.	Other (Please Specify) _____	Daily	_____
84.	Other (Please Specify) _____	Weekly	_____
85.	Other (Please Specify) _____	Monthly	_____
<b>MISCELLANEOUS WORK AND MATERIALS</b>			
86.	Asphalt Patch	Square Ft.	_____
87.	Asphalt	Cubic Yard	_____
88.	Materials, Concrete (as applicable)	Cubic Yard	_____
89.	Materials, Sand, brick grade or better, Complete in place	Cubic Yard	_____
90.	Excavation & Reinstall to Same Location	Cubic Yard	_____
91.	Gravel	Cubic Yard	_____

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
92.	Engineered Wood Fiber, IPEMA Certified	Cubic Yard	_____
93.	Concrete Borders, 6” x 14”, Complete in place	Linear Foot	_____
94.	Retaining Walls	Cubic Foot	_____
95.	Stripping, Game & Court	Linear Foot	_____
96.	Temporary Chain Link Fence	Linerar Foot	_____
97.	Plastic Fence, Orange	Linerar Foot	_____
98.	Other work as described by you. (Not to include staff i.e. Project Managers, Inspectors, Clerical Support, etc.) Please Specify	Hourly Foot	_____

**REMOVAL (LABOR ONLY)**

99.	Existing Playground Equipment	Hour	_____
100.	Existing Site Prep	Hour	_____
101.	Existing Outdoor Equipment	Hour	_____
102.	Existing Outdoor Furnishings	Hour	_____

**REMOVAL AND INSTALLATION (LABOR ONLY)**

103.	Existing Playground Equipment	Hour	_____
104.	Existing Outdoor Equipment	Hour	_____
105.	Existing Outdoor Furnishings	Hour	_____
106.	New Parts and Activities	Hour	_____

**RELOCATION (LABOR ONLY)**

107.	Existing Playground Equipment	Hour	_____
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**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
108.	Existing Outdoor Equipment	Hour	_____
109.	Existing Outdoor Furnishings	Hour	_____
<b>REMOVAL/DISPOSAL (LABOR ONLY)</b>			
110.	Removal Existing Playground Equipment	Hour	_____
111.	Removal Existing Outdoor Equipment	Hour	_____
112.	Removal Existing Outdoor Furnishings	Hour	_____
113.	Disposal Existing Playground Equipment	Hour	_____
114.	Disposal Existing Outdoor Equipment	Hour	_____
115.	Disposal Existing Outdoor Furnishings	Hour	_____
116.	Dumpster, 30 Cubic Yard	Weekly	_____
117.	Dumpster, 30 Cubic Yard	Monthly	_____
118.	Dumpster, 40 Cubic Yard	Weekly	_____
119.	Dumpster, 40 Cubic Yard	Monthly	_____

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**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

**Pricing Plan B (projects greater than \$60,000, wage decision necessary)**

**PLAYGROUND EQUIPMENT – INSTALLATION (INCLUDES DELIVERY FROM AND TO DESIGNATED SITE(S))**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
1.	Composite Structures	Percent	_____
2.	Independent Climbers	Percent	_____
3.	Independent Slides	Percent	_____
4.	Physical Fitness Equipment	Percent	_____
5.	Spring Toys/Pogo Poles	Percent	_____
6.	Swings	Percent	_____
7.	Tetherball Poles/Balls	Hour	_____
8.	Toss & Scores	Percent	_____
9.	Track & Field	Hour	_____
10.	Unitary Surface	Hour	_____
11.	Synthetic Turf (Complete)	Sq. Ft.	_____
12.	Running Tracks – Polyurethane	Sq. Ft.	_____

**PLAYGROUND EQUIPMENT – INSTALLATION ONLY**

13.	Composite Structures	Percent	_____
14.	Independent Climbers	Percent	_____
15.	Independent Slides	Percent	_____

**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
16.	Physical Fitness Equipment	Percent	_____
17.	Spring Toys/Pogo Poles	Percent	_____
18.	Stand Alone Equipment	Percent	_____
19.	Swings	Percent	_____
20.	Other (Please Specify) _____	Hour	_____

**OUTDOOR EQUIPMENT – INSTALLATION ONLY**

21.	Basketball Goals/Toss/Scores	Hour	_____
22.	Furnishings, Site	Hour	_____
23.	Shade Structures	Hour	_____
24.	Other (Please Specify) _____	Hour	_____

**INDOOR EQUIPMENT – INSTALLATION ONLY**

25.	Basketball Goals	Hour	_____
26.	Floor Mats, Weight Rooms	Hour	_____
27.	Scoreboards	Hour	_____
28.	Volleyball Game Standards	Hour	_____
29.	Weight Room Equipment	Hour	_____

**INDOOR EQUIPMENT – INSTALLATION ONLY CONTINUED**

30.	Other (Please Specify) _____	Hour	_____
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**SITE PREPARATION**

31.	Excavation – Stock Pile on Site	Cubic Yard	_____
32.	Excavation & Reinstall to Different Location	Cubic Yard	_____



**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
33.	Excavation & Reinstall to Same Location	Cubic Yard	_____
34.	Excavation & Disposal (Haul Off)	Cubic Yard	_____
35.	Surveying/Staking	Hourly	_____
36.	Concrete Borders, 6" x 14", Complete in place	Linear Foot	_____
37.	Concrete Borders 6" x 24", Complete in place	Linear Foot	_____
38.	Concrete Borders, Odd Sizes, Complete in place	Linear Foot	_____
39.	4" Concrete Slab with 6" thickened edge	Square Foot	_____
40.	Concrete Work, Planters	Cubic Foot	_____
41.	Concrete Work, Miscellaneous	Cubic Foot	_____
42.	Concrete Saw Cutting	Linear Foot	_____
<b>EQUIPMENT RENTAL</b>			
43.	Backhoe	Hour	_____
44.	Backhoe	Daily	_____
45.	Backhoe	Weekly	_____
46.	Backhoe	Monthly	_____
<b>EQUIPMENT RENTAL CONTINUED</b>			
47.	Bobcat/Skid Steer Loader	Daily	_____
48.	Bobcat/Skid Steer Loader	Weekly	_____
49.	Bobcat/Skid Steer Loader	Monthly	_____
50.	Generator	Hour	_____
51.	Generator	Daily	_____

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
52.	Generator	Weekly	_____
53.	Generator	Monthly	_____
54.	Welder	Hour	_____
55.	Welder	Daily	_____
56.	Welder	Weekly	_____
57.	Welder	Monthly	_____
58.	Dump Truck, 8-12 cubic yard	Hour	_____
59.	Dump Truck, 8-12 cubic yard	Daily	_____
60.	Dump Truck, 8-12 cubic yard	Weekly	_____
61.	Dump Truck, 8-12 cubic yard	Monthly	_____

**EQUIPMENT RENTAL CONTINUED**

62.	Jackhammer & Compressor	Hour	_____
63.	Jackhammer & Compressor	Daily	_____
64.	Jackhammer & Compressor	Weekly	_____
65.	Jackhammer & Compressor	Monthly	_____
66.	Tamper	Hour	_____
67.	Tamper	Daily	_____
68.	Tamper	Weekly	_____
69.	Tamper	Monthly	_____
70.	Portable Toilets, Rental	Weekly	_____
71.	Fork Lift	Hour	_____

**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

<u>Item No.</u>	<u>Description</u>	<u>Price as Indicated</u>	<u>Unit Price</u>
72.	Fork Lift	Daily	_____
73.	Fork Lift	Weekly	_____
74.	Fork lift	Monthly	_____
75.	Man Lift	Hour	_____
76.	Man Lift	Daily	_____
77.	Man Lift	Weekly	_____
78.	Man Lift	Monthly	_____
79.	Crane	Hour	_____
80.	Crane	Daily	_____
81.	Crane	Weekly	_____
82.	Crane	Monthly	_____
83.	Other (Please Specify) _____	Daily	_____
84.	Other (Please Specify) _____	Weekly	_____
85.	Other (Please Specify) _____	Monthly	_____
<b>MISCELLANEOUS WORK AND MATERIALS</b>			
86.	Asphalt Patch	Square Ft.	_____
87.	Asphalt	Cubic Yard	_____
88.	Materials, Concrete (as applicable)	Cubic Yard	_____
89.	Materials, Sand, brick grade or better, Complete in place	Cubic Yard	_____
90.	Excavation & Reinstall to Same Location	Cubic Yard	_____
91.	Gravel	Cubic Yard	_____

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

Item No.	Description	Price as Indicated	Unit Price
92.	Engineered Wood Fiber, IPEMA Certified	Cubic Yard	_____
93.	Concrete Borders, 6” x 14”, Complete in place	Linear Foot	_____
94.	Retaining Walls	Cubic Foot	_____
95.	Stripping, Game & Court	Linear Foot	_____
96.	Temporary Chain Link Fence	Linerar Foot	_____
97.	Plastic Fence, Orange	Linerar Foot	_____
98.	Other work as described by you. (Not to include staff i.e. Project Managers, Inspectors, Clerical Support, etc.) Please Specify	Hourly Foot	_____

**REMOVAL (LABOR ONLY)**

99.	Existing Playground Equipment	Hour	_____
100.	Existing Site Prep	Hour	_____
101.	Existing Outdoor Equipment	Hour	_____
102.	Existing Outdoor Furnishings	Hour	_____

**REMOVAL AND INSTALLATION (LABOR ONLY)**

103.	Existing Playground Equipment	Hour	_____
104.	Existing Outdoor Equipment	Hour	_____
105.	Existing Outdoor Furnishings	Hour	_____
106.	New Parts and Activities	Hour	_____

**RELOCATION (LABOR ONLY)**

107.	Existing Playground Equipment	Hour	_____
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**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

Item No.	Description	Price as Indicated	Unit Price
108.	Existing Outdoor Equipment	Hour	_____
109.	Existing Outdoor Furnishings	Hour	_____
<b>REMOVAL/DISPOSAL (LABOR ONLY)</b>			
110.	Removal Existing Playground Equipment	Hour	_____
111.	Removal Existing Outdoor Equipment	Hour	_____
112.	Removal Existing Outdoor Furnishings	Hour	_____
113.	Disposal Existing Playground Equipment	Hour	_____
114.	Disposal Existing Outdoor Equipment	Hour	_____
115.	Disposal Existing Outdoor Furnishings	Hour	_____
116.	Dumpster, 30 Cubic Yard	Weekly	_____
117.	Dumpster, 30 Cubic Yard	Monthly	_____
118.	Dumpster, 40 Cubic Yard	Weekly	_____
119.	Dumpster, 40 Cubic Yard	Monthly	_____

**AWARD** If low bid(s) is not apparent, APS will evaluate various price categories which would comprise a typical job and/or in direct proportion to anticipated usage. This figure will be for evaluation purposes only and is not a commitment to purchase. APS prefers to award all or none to one contractor; however, multiple awards may be considered to ensure complete coverage of all needs or for some specialty items or groups of items not available from all bidders.

**NOMINAL ITEMS** During the life of the contract, nominal items may be added by mutual agreement of both parties.

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

**Submittals:** The contractor shall submit with the bid package the following:

- 1) Bid Security
- 2) Three (3) local references
- 3) Addendum(s) – if issued
- 4) Campaign Contribution Disclosure Form (Appendix A)
- 5) Conflict of Interest and Debarment/Suspension Certification Form (Appendix B)
- 6) Offeror's Information Sheet (Appendix C)
- 7) Veteran/Resident Preference (If Applicable)
- 8) Pricing Sheets – Plan A and Plan B
- 9) Certification, National Institute Playground Safety Inspector (NIPSI a copy of certificate is required), all manufacture specific certifications, installer certifications.

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

**APPENDIX A**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**BID NO. 16-26MM-AM**  
**Playground Installation – Indoor and Outdoor**

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

**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

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)



**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

\_\_\_\_\_  
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)

**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

**APPENDIX B**

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

**BID NO. 16-26MM-AM  
Playground Installation – Indoor and Outdoor**

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 \_\_\_\_\_

**BID # 16-026MM-AM**  
**Playground Installation – Indoor and Outdoor**

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

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

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

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

**BID # 16-026MM-AM  
Playground Installation – Indoor and Outdoor**

**APPENDIX C**

**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% / 8% / 7%)

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.

**BID # 16-026MM-AM**  
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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)

**BID # 16-026MM-AM  
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**BID NO. 16-026MM-AM  
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**Resident Veterans Preference Certification**

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

Please check one box only

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. 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 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

\*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 =award of the procurement involved if the statements are proven to be incorrect.

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**Playground Installation – Indoor and Outdoor**

<i>Type "B" - GENERAL BUILDING      Effective September 24, 2015</i>			
	<b>Base Rate</b>	<b>Fringe Rate</b>	<b>Apprenticeship</b>
Asbestos Worker - Heat & Frost Insulator	31.26	11.11	\$0.56
Boilermaker	21.77	3.98	\$0.56
Bricklayer/Blocklayer/Stone mason	23.32	7.30	\$0.56
Carpenter/Lather	23.40	8.18	\$0.56
Cement Mason	19.61	9.57	\$0.56
<b>Electricians</b>			
<b>Outside Classifications</b>			
Groundman	21.28	10.32	\$0.56
Equipment Operator	30.54	12.64	\$0.56
Lineman/Tech	35.93	13.98	\$0.56
Cable Splicer	39.52	14.88	\$0.56
<b>Inside Classifications</b>			
Wireman/Technician	29.90	9.75	\$0.56
Cable Splicer	32.89	9.84	\$0.56
<b>Sound Classifications</b>			
Installer	23.39	8.31	\$0.56
Technician	28.95	7.52	\$0.56
Soundman	27.01	8.31	\$0.56
Elevator Constructor	38.37	28.08	\$0.56
Elevator Constructor Helper	26.86	28.08	\$0.56
Glazier	20.15	3.65	\$0.56
Ironworker	26.12	13.38	\$0.56
Painter (Brush/Roller/Spray)	16.00	5.18	\$0.56
Paper Hanger	16.00	5.18	\$0.56
Drywall Finisher/Taper	23.40	8.18	\$0.56
Plasterer	21.39	7.66	\$0.56
Plumber/Pipefitter	31.14	11.55	\$0.56
Roofer	15.18	0.50	\$0.56
Sheetmetal Worker	28.28	15.37	\$0.56
Soft Floor Layer	23.40	8.18	\$0.56
Sprinkler Fitter	27.95	17.87	\$0.56
Tile Setter	14.80	1.20	\$0.56
Tile Setter Helper	13.00	1.02	\$0.56
<b>Laborers</b>			
Group I	15.68	5.40	\$0.56
Group II	16.33	5.40	\$0.56
Group III	17.30	5.40	\$0.56
Group IV	19.53	5.40	\$0.56
Group V	17.60	5.40	\$0.56
Group VI	17.75	5.40	\$0.56
<b>Operators</b>			

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<b>Operators</b>			
Group I	19.57	6.00	\$0.56
Group II	21.53	6.00	\$0.56
Group III	21.95	6.00	\$0.56
Group IV	22.35	6.00	\$0.56
Group V	22.52	6.00	\$0.56
Group VI	22.71	6.00	\$0.56
Group VII	22.82	6.00	\$0.56
Group VIII	25.56	6.00	\$0.56
<b>Truck Drivers</b>			
Group I	14.76	6.25	\$0.56
Group II	15.00	6.25	\$0.56
Group III	15.50	6.25	\$0.56
Group IV	15.51	6.25	\$0.56
Group V	15.60	6.25	\$0.56
Group VI	15.75	6.25	\$0.56
Group VII	15.90	6.25	\$0.56
Group VIII	16.11	6.25	\$0.56
Group IX	16.32	6.25	\$0.56

**NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US).**