



# ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division

Expect Great Things!

Winston Brooks  
SUPERINTENDENT

Mark Heckart, CPM  
DIRECTOR/PROCUREMENT OFFICER

April 24, 2012

**BID:** 12-056GR-SL Refrigerated Van Trucks

**DATE:** May 15, 2012

**TIME:** 2:00 p.m.

**LOCATION:** Albuquerque Public Schools  
**(Address for** Procurement Department  
**Hand or Courier** 6400 Uptown Blvd NE, Suite 600W  
**Delivery)** Albuquerque, NM 87110

**U.S. MAIL** Albuquerque Public School  
**DELIVERY:** Procurement Department  
P.O. Box 25704  
Albuquerque, NM 87125  
**(Allow appropriate time for delivery to the Procurement  
Department location before the deadline time and date.)**

**CONTACT:** Gustavo Rossell, District Buyer  
[rossell@aps.edu](mailto:rossell@aps.edu) (505) 878-6125

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

6400 Uptown Blvd NE, Suite 600W Albuquerque, NM 87110 505.878.86126 505.830.1161 fax

Strategic  
Direction:



Excellence in Academic  
Achievement in a  
Standards-Based Approach



Quality, Safe Learning  
and Working Environments



Effective and Efficient  
Systems

**BID NO. 12-056GR-SL**  
**REFRIGERATED VAN TRUCKS**

**INTENT:** Albuquerque Public Schools (APS) invites you to bid on **two (2) 24-foot Refrigerated Van Trucks for Cafeteria Services** in accordance with the attached specifications. **ITEMS ARE FOR SHIPMENT DELIVERED TO ONE LOCATION.**

**INFORMATION FOR BIDDERS**

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

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing, or to the transmittal of supplemental product literature, drawings, and the like. Please, refer the specific situation to the buyer for clarification before processing.
  
4. **Qualifications of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

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Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law that apply to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Gustavo Rossell, District Buyer, telephone number (505) 878-6125; clarifications of technical aspects may be made by contacting APS Food & Nutrition Services – Operations Manager, Sandy Garcia, telephone number (505) 252-3146. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

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

6. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
7. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.
8. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including by not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**
10. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request.

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**INFORMATION FOR BIDDERS CONTINUED**

11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement issue may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
12. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**GENERAL TERMS AND CONDITIONS**

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

No contract exists on the part of Albuquerque Public Schools until a written Purchase Order (PO) is executed. Issuance of a PO will be considered sufficient notice of acceptance on contract.

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

Albuquerque Public Schools reserves the right to return refrigerated van trucks which do not meet specifications, indicated in this bid, at bidder's expense. Bidder guarantees that refrigerated van trucks delivered are standard, new, and regular stock.

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

**GENERAL CONDITIONS**

1. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Division.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS Contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

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**GENERAL CONDITIONS CONTINUED**

2. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.
  
3. **Purchase Order and Invoicing Procedures:** Following bid award, a Purchase Order (PO) will be issued to the successful bidder(s) on all awarded bid materials. Actual quantities of award materials requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PO number. Delivery shall be ticketed separately, showing the APS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the material(s). Initials only are not acceptable and will not be processed for payment.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PO number and shall be submitted to APS Fleet Maintenance, attn: Ben Garcia, 916 Locust SE, Albuquerque, New Mexico 87125, telephone number (505) 765-5950, ext. 334. Invoice to be sent along with vehicle.

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

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

**GENERAL REQUIREMENTS**

1. **Scope of Work:** The purpose of this bid is to establish pricing for two (2) 24-foot refrigerated van trucks delivered to the APS Fleet Maintenance Department. The quantities requested are for immediate purchase as indicated on the pricing page; however, APS may have additional requirements during the 2011/2012 school year. If there should be additional requirements for this same brand of new refrigerated van truck during the current fiscal year (through June 30, 2012) or up to 90 days after bid is awarded, APS reserves the right to approach the awarded vendor with an offer to reorder so long as the price remains unchanged. Vendor may refuse, with no obligation, and APS will rebid. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO SELL REFRIGERATED VAN TRUCKS IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE AND / OR DISTRIBUTOR OF THE ITEMS REQUESTED.**

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**GENERAL REQUIREMENTS CONTINUED**

2. **Delivery:** Items are for one shipment delivered to one location. Delivery date may be a condition of bid award. Bidder shall state realistic delivery period on page 13. Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative bidder will be assigned at the discretion of APS.
  
3. **Pricing:** All pricing for transport will be F.O.B. "Destination" including cost, insurance, and freight to APS Fleet Maintenance Department, Ben Garcia, 916 Locust SE, Albuquerque, New Mexico 87106, telephone number (505) 765-5950, ext. 334. Your bid prices will be assumed to be valid for 90 days unless otherwise specified. F.O.B. "destination" shall be interpreted as final site as specified by APS.  
**BIDDER OWNS GOODS IN TRANSIT.**
  
4. **Buildout Date:** If the manufacturer changes the buildout date and is unable to build the truck due to unavoidable and unexpected circumstances, notify the Procurement Officer in writing. Any claim shall be in writing no later than seven (7) days after notification of the buildout date.

Where will this order fall in the manufacturer's production schedule? How will you monitor the progress of the order to ensure timely delivery?

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5. **American-Made Vehicles:** In accordance with the Procurement Code, Section 13-1-188, NMSA 1978, any state agency shall only purchase cars and trucks assembled in North America.
  
6. **Standards:** Brand names, types, or catalog numbers that appear throughout the bid are intended to reference a standard of performance or level of quality or characteristics desired. This does not reflect a preference or constitute an endorsement on the part of APS. Other brands/models will be evaluated. If a product is unknown or unfamiliar, bidders in the competitive range may be contacted to provide a sample and/or demonstration.

In lieu of a product sample, APS shall request the names and addresses of three customers who have purchased refrigerated van trucks. APS reserves the right to randomly seek references from customer base provided for those vendors whose bids are competitive.

It is the intent of these specifications to describe the necessary requirements for the particular equipment. All parts and components shall conform in standards of engineering practice. Dimensions, weight, etc. are to be considered approximate insofar as lesser tolerances do not compromise the intended use or safety of the equipment. The manufacturer's equipment and accessories which are included as standard in the advertised and published literature shall not be removed or omitted for the reason that the bid specifications may not particularly mention them.

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**GENERAL REQUIREMENTS CONTINUED**

7. **Standard Equipment:** All items shown are standard equipment in manufacturer's printed literature for model bid shall be supplied. The vehicle shall be furnished completely assembled, serviced, and ready for delivery.

Colors as may be specified for upholstery, carpet, paneling, etc are available for the brands stated in the bid. APS will consider alternate color schemes as presented. Samples of colors may be required and the overall proposed color scheme must be acceptable to the using department.

8. **Substitutions:** Any references to a particular make or model number is intended not to be restrictive, but to establish an acceptable level of quality and design. Bidders having units which fully meet the intent of these specifications, but which may vary in a non-substantial manner from the specified design characteristics, may offer such equipment provided the bid is accompanied with complete descriptive literature and technical data for all items (stating exactly which product is proposed) and a detailed listing of exceptions with full explanation as to how the unit offered will meet the intent and overcome the variances to the specifications from a performance standpoint. **"Specifications Exception Form", page 13 must be utilized for this purpose.** This data must be submitted with the bid. Failure to do so may result in the rejection of your bid.

Acceptance or rejection of proposed substitutions will be made on the basis of whether or not the specifications are met and the Board of Education's best interests are served. A decision as to equivalency shall be made by the Director of Maintenance and Operations, whose decision shall be final. No substitutions will be considered after the bids are opened.

9. **Demonstration:** Bidder should be prepared to make available to APS on demand an actual specimen of any intended item for its inspection. "Actual specimen" is defined as either the exact item or a reasonable configuration with variations readily apparent. APS may request a demonstration on the operation of truck and information regarding maintenance and repair during the warranty period upon delivery to site from a representative from awarded vendor.
10. **Title:** Upon acceptance of the vehicle and payment in full by APS, vendor is to furnish Manufacturer's Statement of Origin of clear title, Certificate of Origin, and Warranty and Guarantee certificates to APS Acting Fleet Manager, Randy Sanchez, 765-5950, ext. 333, 919 Locust St. SE, Albuquerque, NM 87106.
11. **Temporary Registration and License:** Successful bidder will provide temporary registration effective for a period of 30 days from the date of acceptance by APS. APS reserves the right to request a 30-day extension on the temporary registration. Do not include licensing fees in your bid. APS will license its own vehicles.

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**GENERAL REQUIREMENTS CONTINUED**

12. **Transfer of Possession:** Price shall include full freight and insurance charges to put unit on a cargo carrier (by road or rail) and delivered to APS Fleet Maintenance at 916 Locust SE, Albuquerque, New Mexico 87106 or to the local dealership responsible for honoring the vehicle warranty as stated on page 8. APS prefers not to pick up the vehicle outside the general Albuquerque metropolitan area.

Successful bidder (or authorized local dealer) will be expected to train and demonstrate all controls, features, etc. and establish that the unit is in ready-to-operate condition. Dealer preparation, conditioning, and full service is required prior to delivery. All fuel tanks and fluid reservoirs must be filled to capacity. Unit(s) ordered under this contract shall be completely serviced and ready for operation upon delivery.

13. **Product Literature/Technical Specifications:** Successful bidder(s) must provide catalogs, brochures, cross-reference sheets and/or any related literature as needed by APS. APS assumes a direct correlation between items bid and items shipped. "As specified" is defined as the exact brand and model referenced in the bid specifications. Product awarded based on bid results wherein actual shipment does not conform to the exact product will be returned at the full expense of the seller, who shall be further liable for such excess costs as APS may incur in purchasing replacement materials elsewhere. Attempts to ship non-conforming merchandise and offer a later discount as an inducement to keep the product will be refused.

14. **Product Liability Coverage:** Vendor must carry sufficient product liability coverage for the vehicle specified. Describe your coverage and submit a copy of your liability coverage with your bid.

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

Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best-preferred warranty.

Warranty must be transferable to an authorized dealer in the State of New Mexico. Please identify the dealer nearest Albuquerque who will honor the warranty on this vehicle.

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**GENERAL REQUIREMENTS CONTINUED**

Describe information on basic warranty and extended warranties.

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16. **Repair Parts:** Are repair parts readily available. If repair parts are not available, what is your estimated lead time? How will repairs on this equipment be coordinated for minimum down time during warranty period?

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REFRIGERATED VAN TRUCKS**

**TECHNICAL SPECIFICATIONS – TWO (2) 24-FOOT REFRIGERATED VAN TRUCKS**

**I. TRUCK**

**Diesel Truck: 2012/2013 Model – 33,000 GVW**

**Engine**

- 260 horsepower at 2500 RPM, 660 lbs/ft torque at 1500 RPM
- Heavy duty coolant
- Side of hood intake system with Donaldson, or equal, air cleaner
- Engine protection; electronic engine integral warning system and derate
- Must meet current EPA emission standards

**Transmission**

- Allison 3000 RDS, 6 speed Automatic
- Dash mounted push button selector

**Axles / Suspension**

- Set back “front” axle required
- 12,000 lbs. I-beam “front” axle with 12,000 lbs. taper leaf spring suspension
- 23,000 lb. single “rear” axle with 23,000 lb. flat leaf rear suspension, helper spring and radius leaf
- Gear ratio to obtain 75 MPH

**Steering**

- Lock-to-lock power steering

**Tires**

- 11R22.5 steel belted radials, 14-ply, premium Michelin or equal, spare tire to match steer tire

**Wheels**

- 22.5 x 8.25, 10-hole steel, both front and rear, spare wheel to match steer wheel

**Frame**

- 254” wheel base, 186: C.A.
- 12” painted 3-piece front steel bumpers
- Front tow hooks (2)
- Yield strength: 80,000 PSI per side
- RBM rating: 1,280,000 per side
- Huck-bolted cross members

**Brakes**

- Air brake
- Wabco, four-channel (4-sensor/4-modulator) or equal
- Air Drier: Bendix AD with heater or equal
- Air compressor: 10.3 CFM or equal @ 1250 RPM or equal

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REFRIGERATED VAN TRUCKS**

**Cab**

- Conventional, steel 80.75 cab width
- 106 BBC
- Cab height: 64.5”
- Air suspended driver seat
- Bench passenger seat with under seat storage
- Factory installed air conditioner
- Storage pockets on both doors
- Interior dome lamps illuminating driver and passenger doorways
- Forward tilt fiberglass hood
- Hood-mounted marker and flush-mounted turn signal lights
- Factory installed heater and defroster
- Factory standard tint windows
- Mirrors: West Coast style 16” x 7” with min. 8” convex
- Grab handles (2 sets), interior and exterior located on both driver and passenger entrance

**Instrumentation**

Gauge cluster includes;

- Odometer, trip odometer and hour meter, full diagnostics OBD II
- Digital voltage display: tachometer, fuel gauge, warning lights, data link
- Hour meter, primary and secondary air pressure gauges
- Electric oil pressure, engine coolant gauge and transmission temperature

**Electrical**

- 100 amp alternator
- Two (2) electrical horns
- Three (3) batteries; 1975 CCA minimum total capacity
- AM/FM stereo with 2 (two) speakers
- Back up alarm
- Junction box mounted in cab, at rear for body outfitter to connect tail lights, turn signal and back up lights

**Fuel Tank**

- 2 (two) 45-gallon capacity fuel tanks mounted on left and right side
- Fuel water separator Davco Pro 230 with drain light indicator or equal
- Anti-syphon devise installed on each fuel tank

**II. REFRIGERATED BOX**

<b>Length Outside:</b>	24’
<b>Finished Inside Length:</b>	283”
<b>Outside Height:</b>	113”
<b>Outside Width Height:</b>	96”

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REFRIGERATED VAN TRUCKS**

<b>Finished Inside Height:</b>	98"
<b>Finished Rear Door Opening:</b>	89" (minimum)
<b>Front End Assembly:</b>	Constructed with aluminum Z-post. One-piece thermoplastic dormer and front top radius with extra heavy duty steel support and lateral brace for refrigeration unit capable of maintaining zero (0°F) degrees. Stainless steel corner radius. 4" thick poured polyurethane foam insulation, aluminum bottom rail, steps, and gran handles for refrigeration unit access
<b>Insulation:</b>	Body to be insulated with 3" thick poured polyurethane foam insulation in sides, floor, and roof
<b>Lining:</b>	Water-sealed including all seams. Fastener-free Glasbord USDA approved on wall, nose, and ceiling
<b>Floor:</b>	1¼" smooth aluminum inverted "T" ribbed floor with four (4) drains and Kemlite sub-pan. Troughless design to keep floor to rear threshold
<b>Wear Bands:</b>	Two (2) 12"-high aluminum on side and nose, one (1) at floor and another at 57" center line above floor
<b>Side Walls:</b>	Sheet and post construction with 0.40 aluminum sheet, aluminum "Z" posts on 16" centers pre-painted white
<b>Rear Frame:</b>	Stainless steel construction with thermal breaks on all floors, thresholds, and doors. Built-in clearance light protector and rain deflector. Streetside and curbside grab handles
<b>Sub Frame:</b>	3" steel, "I" beam on 12" centers with 4" long rails. Glass board sub pan over "I" beam cross members
<b>Roof Assembly:</b>	Constructed with .032" aluminum sheet extruded, aluminum top rail, aluminum "Z" post on 24" centers. Sheet and post construction with .040 aluminum sheet, aluminum "Z" post on 16" center pre-painted white
<b>Rear Door:</b>	2 ½" insulated Todco Polarguard roll-up or approved equal. Slip-resistant composite reinforced rear door threshold. Minimum rear door opening 89"
<b>Cargo Track:</b>	Two (2) rows "E-track" on wall-sides and nose; 37" and 64" from floor to centerline. (*Installation measurements for wear bands and cargo track shall be reviewed prior to issuance of purchase order)
<b>Exterior Lights:</b>	Per FMVSS-108 specifications including sealed plugged together wiring harness in loom and reflectors.

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**Lighting:** Two interior LED dome lights with switch at rear door

**III. REFRIGERATION UNIT**

**Refrigeration Unit:** Electric Standby 230 V-3ph-60 Hertz with automatic start stop with “in cab remote” capable of 10,000 BTU capacity at zero degrees with air flow of 1500 cubic ft. per minute. To be as **Carrier Supra 650 or equal. If a substitution is offered, vendor must provide technical specifications of proposed substitute bid item for APS` evaluation. APS reserves the right to request demonstration, determine, and approve equivalency.**

**IV. LIFTGATE**

**Liftgate:** To be as **Maxon Model RC-3** or equal. **If a substitution is offered, vendor must provide technical specifications of proposed substitute bid item for APS` evaluation. APS reserves the right to request demonstration, determine and approve equivalency.**

- Capacity: 3000 lbs.
- Platform: Two-piece tread plate steel with loadable area of 66” x 90”.

To include 12” ramp and dual 4” cart shops.

- Successful bidder must provide upon delivery two (2) sets of service manuals per vehicle for cab and chassis, van body, and refrigeration box and unit must be supplied at time of delivery. All warranty information with bid.

**V. SHORE POWER**

- 3-PHASE

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REFRIGERATED VAN TRUCKS**

**PRICING**

\_\_\_\_\_  
FIRM NAME

Item No.	Quantity	Description	Unit Price	Total Extended Price (x 2 units)
<b>TWO (2) 24-FOOT REFRIGERATED VAN TRUCKS AND SERVICE MANUALS FOR CAB AND CHASSIS as per specifications on page 8 through 12.</b>				
1.	2 Each	24ft Refrigerated Van Truck	_____	_____
			_____ Year, Make & Model of Trucks	
2.	2 Each	Refrigerated Box	_____	_____
			_____ Brand & Model of Refrigerated Box	
3.	2 Each	Refrigeration Unit	_____	_____
			_____ Brand & Model of Refrigeration Unit	
4.	2 Each	Lift Gate	_____	_____
			_____ Brand & Model of Lift Gate	
5.	2 Each	Shore Power- 3 phase	_____	_____
			_____ Brand & Model of Shore Power	
			_____ Total Items No. 1 through 5	
			_____ Specify you delivery date	

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**INCLUDE WITH YOUR BID:**

- 1) Names and address of three verifiable customers who have purchased similar refrigerated van trucks from you
- 2) Product Literature/Technical Specifications of all items bid in this solicitation
- 3) Product Liability Coverage of all items bid in this solicitation
- 4) Warranty/Guarantee of all items bid in this solicitation





**BID NO. 12-056GR-SL  
REFRIGERATED VAN TRUCKS**

**APPENDIX A**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“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.

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**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**--OR-- NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

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**APPENDIX B**

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

**CONFLICT OF INTEREST**

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

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

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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REFRIGERATED VAN TRUCKS**

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

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

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

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

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

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

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

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

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

**BID NO. 12-056GR-SL  
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**OFFEROR'S AGREEMENT**

**ATTACHMENT 1**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND / OR MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS BID DURING THE TME PERIOD SPECIFIED

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR OFFER.

NAME OF FIRM OR OFFEROR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

**BID NO. 12-056GR-SL  
REFRIGERATED VAN TRUCKS**

**ATTACHMENT 2**

**BID SUBMITTAL REQUIREMENTS AND CHECK LIST**

Please submit your completed proposal including the items listed below. Note that the requested information is mandatory and failure to submit them with your bid response, completed and signed where requested, will deem it non-responsive and will be disqualified. For your convenience, check off that mandatory items are included in your response to this RFB.

- \_\_\_\_\_ Completed Questions (pgs. 5, 7, 8)
- \_\_\_\_\_ Completed Pricing Section (page 13)
- \_\_\_\_\_ Completed and Signed Specifications Exceptions Form (page 15)
- \_\_\_\_\_ Completed and Signed Campaign Contribution Disclosure Form (See Appendix A, pgs. 16, 17)
- \_\_\_\_\_ Completed and Signed Conflict of Interest Form (See Appendix B, pgs. 18, 19)
- \_\_\_\_\_ Completed and Signed Offeror's Agreement Form (Attachment 1, page 20)
- \_\_\_\_\_ Bid Submittal Requirements and Check List (Attachment 2, page 21; non-mandatory)
- \_\_\_\_\_ Terms and Conditions, signed (pgs. 22-23)

**ALBUQUERQUE PUBLIC SCHOOLS  
BOARD OF EDUCATION  
TERMS AND CONDITIONS  
Bid No. 12-056GR-SL**

**Preparation of Bids**

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

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

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

**General**

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

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

**Award**

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

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

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

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

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

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

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

**Packing, Shipping and Invoicing**

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

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

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

**Patent Indemnity**

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

**Warranties**

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

**Inspection**

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

**Assignment**

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

**Non-discrimination**

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

**Changes**

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

**Kickback Statement**

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

**Termination**

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

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

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

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

**Contingency**

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

**Other Applicable Laws**

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

**Non-Collusion**

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

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

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

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

Address \_\_\_\_\_

Area Code and Telephone No. \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_  
(If Applicable)

Resident Certification No.: \_\_\_\_\_  
(from NM Tax & Rev Dept.; if applicable to bidder)

Fax No.: \_\_\_\_\_

email: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_