



**REQUEST FOR BID**

**BID Number: 15-030-MM-SL**

**Reprographic Services on Demand**

**Issue Date: September 26, 2014**

**ALBUQUERQUE PUBLIC SCHOOLS**

**FACILITIES DESIGN & CONSTRUCTION  
AND  
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

**Intent:** The Intent of this bid is to establish pricing structure for **Reprographic Services on Demand for Albuquerque Public Schools Board**. Bidders must offer all services requested by the bid and must bid on all items. **Failure to bid on all items will result in the rejection of the entire bid submittal.**

### 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

Reprographic services on demand for various projects.

### D. PROJECT FUNDING

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

### E. 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.**

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events and specifies general requirements.

### A. SEQUENCE OF SELECTION PROCESS EVENTS

	Event	Responsible Party	Date	Location
1.	Advertisement	APS Procurement	9/28/2014	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	9/26/2014	APS Procurement Website: <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a>
3.	Submission of Written Questions	Potential Bidders	10/09/2014 before 2:00 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	10/10/2014	APS Procurement Website: <a href="http://www.aps.edu/procurement">http://www.aps.edu/procurement</a>
5.	<b>Submission of Bids – Bid Opening</b>	Bidders	<b>10/15/2014 2:00 PM deadline</b>	<b>APS Offsite Procurement Office, Lincoln Complex, Bldg. A, Room 7, 1<sup>ST</sup> Floor, 915 Locust St. SE</b>
6.	<b>APS Board Approval</b>	<b>APS FD+C</b>	<b>TBD</b>	<b>APS Board Meeting</b>
7.	<b>Notice of Award</b>	<b>APS FD+C</b>	<b>TBD</b>	<b>APS FD+C 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.

## 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., October 15, 2014.** 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**

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:

Mark Heckart CPM, Executive Director, APS Procurement  
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.

### 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.

## **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 bidders 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. Non-Conforming Bids

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

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

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

#### DEFINITIONS AND TERMINOLOGY

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

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

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

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

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

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

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

**“Design Professional”** means architect or engineer.

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

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

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

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

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

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

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

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

“**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.

“**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. 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)
  - \_\_\_ Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number
  - \_\_\_ Acknowledgment of Receipt of Addenda (If applicable)
  - \_\_\_ Signature and Corporate Seal (if applicable)
- \_\_\_ Item 2     **Certificate of Insurance**
- \_\_\_ Item 3     **Resident Contractor (or Veteran Resident Contractor) Preference Certificate**
- \_\_\_ Item 4     **Campaign Contribution Disclosure Form**
- \_\_\_ Item 5     **Conflict of Interest and Debarment/Suspension Certification Form**
- \_\_\_ Item 6     **Contractor’s State of NM W-9 Form**
- \_\_\_ Item 7     **Bid Pricing**

#### 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..
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. **Bids submitted with omission of cost for any item will be deemed non-responsive.** 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 - 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 3 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:**

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

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

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

#### **ITEM 6 – CONTRACTOR’S STATE OF NM W-9 FORM:**

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

### **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.
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:

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

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

3. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor’s records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts to transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

4. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
5. **Cancellation:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and other contractor, grounds for cancellation still exists, immediate notification of cancellation will be provided in writing by the Procurement department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits
6. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if given, 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.

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.

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.

**Errors and Omissions:** Bidder shall submit a copy of certificate of Professional Liability Insurance, Errors and Omission with bid submittal. Minimum acceptable coverage is \$1,000,000 single limit.

10. **Promotional Gifts and Activities:** APS Policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contest or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

### General Operating Conditions

1. **Contract Time:** The duration of this contract shall be 52 weeks following award of the contract. At the completion of the 52-week period, this contract is subject to review and may be extended for 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)

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. **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 Purchase Order's (SPO's) will not be used. Actual quantities of award materials requested by APS and delivered by bidder will be charged against this Price Agreement. Each pick-up / 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. Itemized invoices, clearly referencing appropriate bid pricing item number, contract number, and APS project name and number, shall be submitted monthly to APS Facilities Design & Construction, 915 Oak Street SE, Albuquerque, NM 87106; telephone number (505) 848-8810. Copies of completed forms with information needed to substantiate changes shall be attached to the invoice for auditor tracking purposes.

**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.



## Technical Specifications

### GENERAL REQUIREMENTS

1. **Scope of Work:** The purpose of this bid is to establish pricing for Reprographic Services on Demand for the Albuquerque Public Schools. Rates will include all preparation fees, reprographic services, administration/clerical support services, et al. APS reserves the right to negotiate with the successful contractor at any time during the life of the contract, should it become necessary, to add additional similar reprographic services which are not now known or required. **PLEASE DO NOT BID UNLESS YOU ARE LICENSED IN THE STATE OF NEW MEXICO TO PROVIDE REPROGRAPHIC SERVICES AND ARE A LEGITIMATE REPRESENTATIVE OF THE ITEMS REQUESTED.**

Failure to bid on all items may result in the rejection of the entire bid submittal. APS reserves the right to inspect the facilities to be used in the performance of the work to verify that sufficient resources exist for the performance of this bid.

2. **Turn-around time:** Maximum turn-around time for work is twenty-four hours unless mutually agreed in writing by the successful bidder(s) and the APS project representative. Pick-ups and deliveries shall be made between the hours of 8:00am and 4:30pm Monday through Friday excluding observed holidays.
3. **Request(s) NOT Defined:** Contractor shall be held accountable to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of APS Procurement Officer.
4. **Pricing Structure:** Bids should be submitted on the form provided. All prices quoted will be F.O.B. destination including cost, insurance and freight as defined in the bid. The prices bid will be multiplied by the estimated usage quantity to achieve a line item total. Line item totals will be added to arrive at a Grand Total for the bid. Grand Totals will be recalculated by the Purchasing Department. In the event of a conflict with any Grand Total submitted by a bidder, unit prices will govern.

APS reserves the right to negotiate pricing with successful bidder(s) for services related to this contract but which are not specifically included herein.

5. **Estimated Quantity:** An estimated quantity/weighted value is stated on the proposal page for the Bidder's convenience and for award purposes; however, it should be clearly understood that this is **not** an order, and APS may or may not use the estimated quantities.
6. **Media:** Successful bidder(s) shall provide a CD-ROM copy of all reprographic material upon completion of each job. Files, in electronic form, may be requested by APS - and shall be provided by Contractor – via email.
7. **Deposits:** When the architect of record is unable or otherwise chooses not to perform this function, successful bidder(s) will be required to disperse bidding documents, and to collect, maintain, and return deposits for such documents (returned in satisfactory condition) to bidders determined to be responsive by APS.

8. **Production Quality Requirements:** All work completed and returned must be clean, dry and trimmed so that the edges are smooth and squared.
9. **Distribution Management Requirements:** The awarded contractor will be expected to respond promptly to each request made. The successful bidder(s) must provide management personnel and apparatus to track distribution of bid documents and addenda.
10. **Method of Award:** Bid award will be made to the lowest responsible and responsive bid taking into consideration the lowest Grand Total. Multiple awards will be made using the same criteria in succession.
11. **References:** Provide at least three (3) current references on accounts in the Albuquerque region for which you have performed services of this type. Contact name, address and telephone number are required. APS reserves the right to visit the project site and observe actual conditions given the permission of the reference.

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**PRICING SECTION**

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>BID PRICE</b>	<b>TOTAL AMOUNT</b>
1	322,692	B/W Copies, 8.5 x 11, 20# White Bond Or Equivalent, Per Impression, (double Sided = two impressions)	Sq Feet	_____	_____
1a.	314	5 <sup>TH</sup> Cut Tabs & Configuration	Sq. Feet	_____	_____
1b.	47,402	Drilled	Sq. Feet	_____	_____
2	36,012	B/W Copies, 8.5 x 11, 20# Color Paper, Per Impression, (double sided – two impressions)	Each	_____	_____
3	2,470	B/W Copies, 8.5 x 11, Card Stock, (White or Color) – Cover	Each	_____	_____
4	341	B/W Copies, 11 x 17, 20# White Bond, “z”-folded	Sq Feet	_____	_____
5	1	Full Color Copies, Small Format Up to 8.5” x 11”, 24# Bond	Each	_____	_____
6	1	Full Color Copies, Small Format Up to 11” x 17”, 24# Bond	Each	_____	_____
7	2,344	Full Color Copies, Small Format Up to 8.5” x 11”, 32# Bond	Each	_____	_____
8	3,479	Full Color Copies, Small Format Up to 8.5” x 11”, 32# Bond – Double Sided	Each	_____	_____
9	900	Full Color Copies, Small Format Up to 11” x 17”, 32# Bond	Each	_____	_____
10	1	Color Plotting (Inkjet or Equivalent), from Disk Or Hard Copy, up to 36” wide – on 27# Presentation Bond	Sq Feet	_____	_____
11	54	Color Plotting (Inkjet or Equivalent), from Disk Or Hard Copy, up to 36” wide – on Coated Paper	Sq Feet	_____	_____
12	191	Color Plotting (Inkjet or Equivalent), from Disk Or Hard Copy, up to 36” wide – on High-End Photo Gloss Paper	Sq Feet	_____	_____
13	1	Digital, First Generation Full Size B/W Bond Plot (up to 36” x 48”) from disk	Sq Feet	_____	_____
14	903	Digital, First Generation Full Size B/W Mylar Plot (4 mil double matte, up to 36” x 48”) from disk	Sq Feet	_____	_____
15	745,226	Full Size B/W Bond Copy (up to 36” x 48”) from Hard Copy Original	Sq Feet	_____	_____
16	13,868	Digital, First Generation Half Size B/W Bond Plot (up to 18” x 24”) from disk	Sq Feet	_____	_____
17	19,000	Half Size B/W Bond Copy (up to 18” x 24”) From Hard Copy Original	Sq Feet	_____	_____
18	40	Computer labor, design, alter, correct	Hour	_____	_____

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>BID PRICE</b>	<b>TOTAL AMOUNT</b>
19	1914	Scanning Large Document B/W	Each	_____	_____
20	50	Record to thumb drive/CD	Each	_____	_____
21	7488	Scanning Small Document B/W	Each	_____	_____
22	379	Scanning Small Document Color	Each	_____	_____
23	1,259	GBC binding up to 1 inch thick, 11" long	<b>COST SHOULD BE INCLUDED IN PRINTING</b>		
24	1,061	GBC binding over 1 inch thick, 11" long	<b>COST SHOULD BE INCLUDED IN PRINTING</b>		
25	32	Coil binding up to 30 mm, 11" long	<b>COST SHOULD BE INCLUDED IN PRINTING</b>		
26	2,900	Strip & Staple Binding, up to 36" long	<b>COST SHOULD BE INCLUDED IN PRINTING</b>		
27	273	Screw Post Binding, up to 36" long	<b>COST SHOULD BE INCLUDED IN PRINTING</b>		
28	56	Mounting, 3/16" Foam Core Board	Sq Feet	_____	_____
29	24	Mounting, 3/16" Gatorboard	Sq Feet	_____	_____
30	1	Mounting, Matte Board	Sq Feet	_____	_____
31	128	Hot Laminating, 5 mil Matte or Gloss (encapsulated)	Sq Feet	_____	_____
32	1	Cold laminating, 1.5 – 5 mil (per side)	Sq Feet	_____	_____
33	33	Cold laminating, 10 mil (per side) Black Vinyl Backs	Sq Feet	_____	_____
<b>OTHER SERVICES</b>					
34	400	Mailing bags (10 x 8 inch, mid-expansion), bid local shipments only	Each	_____	_____
35	400	Mailing boxes, bid distribution, non-local shipments only	Each	_____	_____
36	100	Pick-up and Delivery Services for Reprographics Orders On a Per Construction Project Basis	Project	_____	_____
37	24	Distribution of bidding sets on a per Construction Project basis including: managing deposit checks & out-of-town S & H (S & H reimbursed by APS, boxes & bags included in other bid items); storing returned bid documents for pick-up by selected contractor; sending updated planholder's list to architect/engineer and to APS Facilities Design & Construction Dept. on a weekly basis and 24 hours before bid opening.	Project	_____	_____
38	26	Use of online electronic file mgt. (distribution) system.	Project	_____	_____
39	33	Distribution of Bid Addenda on a Per Addendum Basis	Addendum	_____	_____
<b>GRAND TOTAL ITEMS 1-39 (without tax)</b>				<b>\$</b>	_____

## APPENDIX A

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

#### RFP NO. 15-030MM-AM

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

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)

\_\_\_\_\_  
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)

**APPENDIX B**

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

**RFP NO. 15-030MM-AM  
Reprographic Services on Demand**

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 \_\_\_\_\_

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

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



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

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

## 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.

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)