



# ***ALBUQUERQUE PUBLIC SCHOOLS***

**Invitation to Bid: 17-022 KN-RA  
SAND & GRAVEL PRODUCTS**

BID DUE TIME AND DATE: October 12, 2016 @ 2:00 PM (LOCAL TIME)  
PURCHASING CONTACT: Krystal Nicole Marquez at 505-878-6125  
E-MAIL: Krystal.Marquez@aps.edu

LOCATION:  
Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

**OFFICIAL CONTACTS ONLY**

This Bid contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See item 6 (Page 2) of General Instructions of this document.

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## GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than October 12, 2016 at 2:00 pm (local time).
2. It is the bidder's responsibility to ensure the bid arrives before the due date and time. Bidders are cautioned that "late is late". It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, U.S. mail service delivery, etc.
3. Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept bids electronically, by fax, or email as a hardcopy with original signature must be submitted. Any and all Bids not received by the submission date and time shall be rejected.
4. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	9/13/16
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	9/30/16 @ 5:00pm (local time)
Submission of Bid	Bidder	10/12/16 @ 2:00pm (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

5. To ensure proper identification and handling, clearly indicate the BID number, Bid title, opening date, opening time on the outside of the sealed response envelope:

**PHYSICAL ADDRESS:**

Albuquerque Public Schools  
 ATTN: Procurement Department  
 6400 Uptown Blvd. NE, Suite 500 E  
 Albuquerque, NM 87110

**MAIL TO:**

(Allow minimum 5 business days for US mail):

Albuquerque Public Schools  
 ATTN: Procurement Department, Suite 500 E  
 PO Box 25704  
 Albuquerque, NM 87125-0704

6. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.
7. Any inquiries or requests regarding clarification of this bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of the District. Any contact with an APS Department or School may automatically result in a rejection of bid. Any other communication will be considered unofficial and non-binding. Please note the last day for questions in the sequence of events above (#5).
8. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the Bid. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
9. It is the responsibility of every bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement> then select “See Current Bids and RFPs”) prior to the due date before submitting their bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted bid.
10. Bidders must have acquainted themselves with all conditions affecting this bid before submitting their 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 bid documents to obtain first-hand knowledge of all proposed work. Bidders 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 bid 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.

11. 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.
12. No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.
13. APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

14. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“APS” shall mean Albuquerque Public Schools.

“Bidder” is any person, corporation, or partnership who chooses to submit a bid.

“Contract” shall mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean successful supplier.

“Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“District” shall mean Albuquerque Public Schools.

“Mandatory” the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the bid.

“Purchase Order” shall mean the document, which directs a contractor to deliver items of tangible personal property or services.

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

“Responsive Bid” shall mean a bid, which conforms in all material respects to the requirements set forth in the bid.

15. Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements.

16. The District reserves the right in its sole discretion to waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.

17. This bid may be canceled or may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

18. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidder submitting responsive bid with resulting agreements most advantageous and in the best interest of the District.
19. All costs incurred by a Bidder in connection with responding to this Bid, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.
20. This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.
21. The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. Albuquerque Public Schools reserves the right to the sole judge to determine “meets or exceeds”.
22. The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.
23. The 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.
24. The contents of the bid will be available to the public at bid opening. The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
25. Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
27. APS will not select from multiple offers on a single document. If bidder offers more than one brand/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 a low bid 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. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.

28. 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.
29. The bid price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the Invitation to Bid. The bid price shall be valid for 60 days after opening.
30. APS reserves the right to negotiate pricing with successful bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.
31. In the event APS receives comparable pricing structures and list prices in the same categories, then APS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.
32. Albuquerque Public Schools reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part, if it is in the best interests of Albuquerque Public Schools. Additionally, the District reserves the right to reject any or all bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder.
33. The District reserves the right to increase or decrease the quantity of any item called for, add additional related items as the District deems necessary, or to eliminate any item entirely.
34. 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 of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
35. If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Albuquerque Public Schools reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.
36. Any resulting purchases under the bid will be made by Albuquerque Public Schools purchase order or procurement card. Quotes provided to Albuquerque Public Schools will be quoted as provided on the Invitation to Bid and will reference the Price Agreement number so verification of pricing can be made.
37. Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

## TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to enter into an eight (8) year indefinite quantity contract with awarded Bidder(s). Please note, although this contract will be for the full term, price adjustments will be considered. See item 4 of this section, pricing escalation.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible 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 the APS Procurement Officer.
3. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** 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.
8. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The contractor may terminate this contract only if Albuquerque Public Schools fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and the District.



B. Termination by the District

1. For Cause

- a. The occurrence of either one of the following events will justify termination for cause:
  - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
  - ii. Contractor's violation in any substantial way of any provisions of this contract.
- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
  - i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
  - ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

9. **INDEMNIFICATION**: The Bidder shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Albuquerque Public Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

10. **INSURANCE (If Applicable):** The successful Bidder shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Albuquerque Public Schools.

Certificate of Insurance forwarded to: Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

11. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.

12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools.
14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST:** By submitting a bid, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
16. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
25. **PROTEST:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- I. State the reasons for the action taken; and
- II. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978)

11. **BIDDER ACKNOWLEDGEMENT:** By responding to this Bid, Bidder acknowledges and agrees to the terms and conditions set forth in this Bid and certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District.

## TECHNICAL SPECIFICATIONS

1. **Intent:** APS invites you to bid on an indefinite quantity contract for the purchase of **Sand & Gravel Products** to be supplied on demand. Specifications and requirements to follow.
2. **Scope of Work:** To establish a price agreement for sand and gravel products. This contract will be for use by any APS department or school, but mostly used by the Maintenance and Operations Department. The department reserves the right to purchase material from any of the awarded contractors based on the needs of the department. The designee or the user agency will determine and use the price agreement item which best services the department's needs based on the cost, delivery time, schedule of work, and quality of materials.
3. **Picked Up Orders:** Materials will be picked up by various APS Maintenance and Operations personnel driving only APS vehicles. No orders shall be allowed without verification. Contractor is advised to satisfy himself as to the legitimacy of the request before proceeding. APS personnel carry identification and wear distinctive uniforms. Point of pick-up must be specified with pricing. "Local yard" (option d in pricing) must be within Albuquerque City Limits.

**Specify the address for your company's local yard:** \_\_\_\_\_

4. **Delivered Orders:** Various APS personnel are eligible to place orders for deliveries to APS sites only. Specific delivery arrangements shall be made at the time of order placement.
5. **Scheduling:** The contractor shall cooperate with the school, principal, or site administrator to avoid interference with the instructional program and to protect site occupants by arranging an acceptable work/delivery schedule.
6. **Workmanship:** All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work.
7. **Standards:** All materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent State, County, and Municipal Codes and Ordinances. Aggregates shall comply with applicable ASTM standards.
8. **Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage and shall repair promptly any such damage at his own expense and to the satisfaction of Albuquerque Public Schools.
9. **Safety:** The contractor shall take whatever measures are advisable to insure safety at all times for site occupants and for workers. The contractor shall abide by all Occupational Safety and health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgements, court costs, and attorney's fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors, in connection with this contract.

**10. Purchase Orders and Invoicing Procedures:** Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed.

Each pick up/delivery shall be ticketed separately, showing the APS PA contract number and the signature of employee picking up/receiving the materials. Signatures must be legible. APS will not pay for invoices which cannot be identified.

Itemized invoices shall be submitted to the appropriate user department as follows:

- 1) Itemized invoices, clearly referencing appropriate pricing agreement number and bid number shall be submitted to APS Maintenance & Operations, 915 Locust SE, Albuquerque, NM, 87106.
- 2) School orders to the receiving school address, attention principal.

Itemized invoices shall only include charges for materials awarded on this bid. Pricing must be directly traceable to the bid. Notations such as “one truckload” are not acceptable. Contract compliance is required for this bid.

**11. Basis of Award:** Award(s) will be based best bid pricing for comparable list/product or group of products. Delivery, comprehensiveness, and currency of price list(s), and the best interest of the District respective to walk-in trade may be factors in bid

If a particular item is determined to be “not standard in the industry” by at least half of the bidders, then that item will be deleted from the bid for evaluation purposes.

# PRICING LIST

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

Signature of Authorized Representative \_\_\_\_\_ Contractor's License #: \_\_\_\_\_  
(If Applicable)

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

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

Telephone No. \_\_\_\_\_

**Contact information for Sales Department**

**Contact information for POs/Invoicing/Etc.**

Name of Contact \_\_\_\_\_ Name of Contact \_\_\_\_\_

Telephone No. \_\_\_\_\_ Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_ Email Address \_\_\_\_\_

ITEM	DESCRIPTION	PICKED UP	DELIVERED
	DESCRIPTION	PRICE/TON	PRICE/TON

1. **Crusher Fines, 0" – 1/4"** \_\_\_\_\_

Pit Location: \_\_\_\_\_

1a. 3-5.99 tons	_____	_____
1b. 6-11.99 tons	_____	_____
1c. 12 tons and over	_____	_____
1d. Any quantity collected from local yard per ton.	_____	_____

2. **Mountain Rose Crusher Fines, 0" – 1/4"** \_\_\_\_\_

Pit Location: \_\_\_\_\_

2a. 3-5.99 tons	_____	_____
2b. 6-11.00 tons	_____	_____
2c. 12 tons and over	_____	_____
2d. Any quantity collected from local yard per ton.	_____	_____

3. **Gravel, Crushed, 1/2" – 1"** \_\_\_\_\_

Pit Location: \_\_\_\_\_

3a. 3-5.99 tons	_____	_____
3b. 6-11.99 tons	_____	_____
3c. 12 tons and over	_____	_____
3d. Any quantity collected from local yard per ton.	_____	_____

ITEM	DESCRIPTION	PICKED UP	DELIVERED
DESCRIPTION	CODE NO.	PRICE/TON	PRICE/TON
4. Gravel, Round, Pea Size, 3/8" – 1/4"	_____		
Pit Location: _____			
4a. 3-5.99 tons		_____	_____
4b. 6-11.99 tons		_____	_____
4c. 12 tons and over		_____	_____
4d. Any quantity collected from local yard per ton.		_____	
5. Gravel, Round, 3/8" – 1"	_____		
Pit Location: _____			
5a. 3-5.99 tons		_____	_____
5b. 6-11.99 tons		_____	_____
5c. 12 tons and over		_____	_____
5d. Any quantity collected from local yard per ton.		_____	
6. Gravel, Round, 3/4" – 1 1/2"	_____		
Pit Location: _____			
6a. 3-5.99 tons		_____	_____
6b. 6-11.99 tons		_____	_____
6c. 12 tons and over		_____	_____
6d. Any quantity collected from local yard per ton.		_____	
7. Gravel, Round, 1 1/2" – 2 1/2"	_____		
Pit Location: _____			
7a. 3-5.99 tons		_____	_____
7b. 6-11.99 tons		_____	_____
7c. 12 tons and over		_____	_____
7d. Any quantity collected from local yard per ton.		_____	
8. Crushed, Rock, 3/4"	_____		
Pit Location: _____			
8a. 3-5.99 tons		_____	_____
8b. 6-11.99 tons		_____	_____
8c. 12 tons and over		_____	_____
8d. Any quantity collected from local yard per ton.		_____	
9. Round Rock, 1"	_____		
Pit Location: _____			
9a. 3-5.99 tons		_____	_____
9b. 6-11.99 tons		_____	_____
9c. 12 tons and over		_____	_____
9d. Any quantity collected from local yard per ton.		_____	



ITEM	DESCRIPTION	PICKED UP	DELIVERED
DESCRIPTION	CODE NO.	PRICE/TON	PRICE/TON
10. Cobble Stone, 2 ½” or larger	_____		
Pit Location: _____			
10a. 3-5.99 tons		_____	_____
10b. 6-11.99 tons		_____	_____
10c. 12 tons and over		_____	_____
10d. Any quantity collected from local yard per ton.		_____	
11. Sand & Gravel Mix, 3/8” (plant mix)	_____		
Pit Location: _____			
11a. 3-5.99 tons		_____	_____
11b. 6-11.99 tons		_____	_____
11c. 12 tons and over		_____	_____
11d. Any quantity collected from local yard per ton.		_____	
12. Sand & Gravel Mix, 3/4” (for setting fence posts)	_____		
Pit Location: _____			
12a. 3-5.99 tons		_____	_____
12b. 6-11.99 tons		_____	_____
12c. 12 tons and over		_____	_____
12d. Any quantity collected from local yard per ton.		_____	
13. Brick Sand	_____		
Pit Location: _____			
13a. 3-5.99 tons		_____	_____
13b. 6-11.99 tons		_____	_____
13c. 12 tons and over		_____	_____
13d. Any quantity collected from local yard per ton		_____	
14. Plaster Sand	_____		
Pit Location: _____			
14a. 3-5.99 tons		_____	_____
14b. 6-11.99 tons		_____	_____
14c. 12 tons and over		_____	_____
14d. Any quantity collected from local yard per ton.		_____	
15. Fill Sand	_____		
Pit Location: _____			
15a. 3-5.99 tons		_____	_____
15b. 6-11.99 tons		_____	_____
15c. 12 tons and over		_____	_____
15d. Any quantity collected from local yard per ton		_____	

ITEM	DESCRIPTION	PICKED UP	DELIVERED
DESCRIPTION	CODE NO.	PRICE/TON	PRICE/TON
<b>16. Fill Dirt</b>	_____		
Pit Location: _____			
16a. 3-5.99 tons		_____	_____
16b. 6-11.99 tons		_____	_____
16c. 12 tons and over		_____	_____
16d. Any quantity collected from local yard per ton		_____	_____
<b>17. Cold Mix ½”</b>	_____		
Pit Location: _____			
17a. 3-5.99 tons		_____	_____
17b. 6-11.99 tons		_____	_____
17c. 12 tons and over		_____	_____
17d. Any quantity collected from local yard per ton		_____	_____
<b>18. Crushed Rock, 1/4”</b>	_____		
Pit Location: _____			
18a. 3-5.99 tons		_____	_____
18b. 6-11.99 tons		_____	_____
18c. 12 tons and over		_____	_____
18d. Any quantity collected from local yard per ton		_____	_____
<b>19. Crushed Rock, 3/8”</b>	_____		
Pit Location: _____			
19a. 3-5.99 tons		_____	_____
19b. 6-11.99 tons		_____	_____
19c. 12 tons and over		_____	_____
19d. Any quantity collected from local yard per ton		_____	_____
<b>20. Washed Concrete Sand</b>	_____		
Pit Location: _____			
20a. 3-5.99 tons		_____	_____
20b. 6-11.99 tons		_____	_____
20c. 12 tons and over		_____	_____
20d. Any quantity collected from local yard per ton		_____	_____
<b>21. Santa Fe Brown, 7/8”</b>	_____		
Pit Location: _____			
21a. 3-5.99 tons		_____	_____
21b. 6-11.99 tons		_____	_____
21c. 12 tons and over		_____	_____
21d. Any quantity collected from local yard per ton		_____	_____

ITEM	DESCRIPTION	PICKED UP	DELIVERED
DESCRIPTION	CODE NO.	PRICE/TON	PRICE/TON
22. <b>Crush Asphalt Base Course</b>	_____		
Pit Location: _____			
22a. 3-5.99 tons		_____	_____
22b. 6-11.99 tons		_____	_____
22c. 12 tons and over		_____	_____
22d. Any quantity collected from local yard per ton		_____	
23. <b>Base Course, 1”</b>	_____		
Pit Location: _____			
23a. 3-5.99 tons		_____	_____
23b. 6-11.99 tons		_____	_____
23c. 12 tons and over		_____	_____
23d. Any quantity collected from local yard per ton		_____	
24. <b>Crush Concrete Base Course</b>	_____		
Pit Location: _____			
24a. 3-5.99 tons		_____	_____
24b. 6-11.99 tons		_____	_____
24c. 12 tons and over		_____	_____
24d. Any quantity collected from local yard per ton		_____	
25. <b>Delivery charge to be assessed on deliveries of _____ or less.</b>			_____

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

Bid No. 17-022 KN-RA

**SPECIFICATIONS EXCEPTION FORM  
SAND & GRAVEL PRODUCTS**

**Note:** Your bid may be rejected if you do not sign and submit this page.

Bid on materials, supplies, or equipment with varying specifications may be considered by Albuquerque Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of APS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of bid bond, if applicable, or seller may be found in default.

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I do meet specifications: \_\_\_\_\_

Signature

Exceptions are as stated: \_\_\_\_\_

Signature

**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 bids/request for proposals.

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

Email: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“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.

**“Prospective contractor”** means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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)

# RESIDENT VETERANS PREFERENCE CERTIFICATION

## BID 17-022 KN-RA SAND & GRAVEL PRODUCTS

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

**Please check one box only**

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

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

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

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

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

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

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

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

\*Must be an authorized signatory for the Business.

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



# **BID SUBMITTAL REQUIREMENTS AND CHECKLIST**

## **BID 17-022 KN-RA SAND & GRAVEL PRODUCTS**

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and failure to submit them with your response will deem it non-responsive and will be disqualified. Check off and sign that items are included in your response to this bid.

- Address of your company's local yard (page 13)
- Bid Price List (with signature and contact information completed) (page 15-19)
- Completed Conflict of Interest and Debarment/Suspension Form (page 21)
- Campaign Contributions Disclosure Form (page 22-23)
- Resident (Veteran) Contractor Preference Certificate (page 24)
- Bid Submittal Requirements and Check List (page 25)
- Certification of Insurance (if applicable) (per page 9)
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(Signature)

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(Date)