



**ALBUQUERQUE PUBLIC SCHOOLS**

Winston Brooks

Procurement Division  
*Expect Great Things!*

SUPERINTENDENT

Mark Heckart, CPM  
EXECUTIVE DIRECTOR/PROCUREMENT OFFICER

**March 27, 2014**

**Bid:** 14-049SC-AM Sand and Gravel Products

**DATE:** April 22, 2014

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

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

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

**CONTACT:** **Steven I. Carpenter**, Senior Buyer  
**carpenter\_st@aps.edu** (505) 878-6121

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

**1. Intent:** To establish a picked up/delivered per ton price for Sand and Gravel Products on Demand for Albuquerque Public Schools.

**2. Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Price Agreement (PA) issued by APS to the contractor and shall bind the contractor to the terms of the Contract Documents.

- .Information for Bidders
- .General Terms and Conditions
- .General Operating Conditions
- .Technical Specifications
- .Pricing
- .Resident/Veterans Preference
- .Conflict of Interest
- .Campaign Contribution Form
- .Terms & Conditions (Signature page)

**3. Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the bid number as listed on the Bid Invitation. To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign the bid. Bids not signed will be considered as non-responsive and rejected.**

**4. Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject any or all bids if bids exceed the available funds. Any bid may be withdrawn or modified prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

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

**5. Qualification of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

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

**6. Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting the APS Procurement Division, Steven Carpenter, Senior Buyer, phone (505) 878-6121; clarification of the technical aspects may be made by contacting Lonnie McGhee, Maintenance & Operations Grounds Department

or designee, telephone (505) 765-5950, ext. 201. Bidders will be presumed to have acquainted themselves with all conditions affecting the work before submitting a bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

- 7. Conditional Bids:** Bids in which acceptance is in some manner 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.
- 8. Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
- 9. 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 on request. This does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work, Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.
- 10. Awards:** APS reserves the right: 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS.
- 11. Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing within 15 calendar days after the fact or occurrences giving rise thereto.
- 12. The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose for illegal bribes, gratuities and kick-backs.

**GENERAL TERMS AND CONDITIONS**

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

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

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

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

**GENERAL OPERATING CONDITIONS**

**1. Contract Time:** The duration of this contract shall be one (1) year following award of the contract. At the completion of the one-year period, this contract is subject to review and may be extended for two (2) additional years, on a year to year basis, contingent upon funding and subject to the approval of both parties. This agreement shall not exceed three (3) years. **Price escalation will be considered for the renewal year only** upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Price escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings.

Although this contract is being bid on behalf of APS, vendor agrees to extend pricing to all New Mexico Publicly funded entities in the event of requirements that can be adapted to the specified items awarded.

**2. Conflict of Interest and Debarment/Suspension:** Offeror warrants that he/she has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

**3. Request(s) NOT Defined in Scope of Work:** 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. Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between the using department, APS Procurement Division and the contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Division. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. There is no allowance for anticipated profits.

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

**5. Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or Subcontractors, in connection with this contract.

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

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

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

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

General Liability Insurance shall be provided with the following limits.

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

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

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

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

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

\$1,000,000 combined single limit bodily injury or property damage per occurrence. Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

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

Successful contractor must furnish proof of coverage to the APS Procurement Officer prior to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

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

If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Division.

- 7. Contract Modification:** No oral statement of 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 the parties unless amended in writing during the life of the contract.
  
- 8. Invoicing and Purchase Order Procedures:** Upon award, APS will issue a price agreement order (PA) which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed. A Price Agreement (PA) issued as a result of this Bid (Or RFP) has no dollar value associated with it and there are no guarantees that APS will require services or goods under the PA. The PA is an agreement on terms and conditions and pricing for possible future releases based on the needs of APS during the contract period.

Each pick up/delivery shall be ticketed separately, showing the APS PA contract number and the signature of employee picking up/receiving the material. 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) Maintenance and Operations orders to APS Maintenance and Operations, Attention: Support Services, 915 Locust SE, Albuquerque, New Mexico 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.

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

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

- 9. 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.

**TECHNICAL SPECIFICATIONS**

**1 GENERAL REQUIREMENTS**

- 1.1 **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 of 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 material.
- 1.2 **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:**  
  
\_\_\_\_\_
- 1.3 **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.
- 1.4 **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.
- 1.5 **Workmanship:** All personnel working under this contract shall be properly licensed in compliance with current applicable codes and regulations governing this type of work.
- 1.6 **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.
- 1.7 **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.
- 1.8 **Safety:** The contractor shall take whatever measures are advisable to insure safety at all times for site occupants and for workers.
- 1.9 **Other Items:** Should the need arise during the life of the contract for similar materials not specifically called out in the bid, APS reserves the right to negotiate a price and add any such item(s) to the contract by mutual agreement.
- 1.10 **New Mexico Resident Bidding Preferences:** There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these 2 preferences are not cumulative.

**VETERANS PREFERENCE**

Policy effective July 1, 2012.

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

1. Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.
2. Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals.
3. Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.

This preference is separate from the current in-state preference and is not cumulative with that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.

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

**RESIDENTIAL PREFERENCE**

Policy effective January 1, 2012

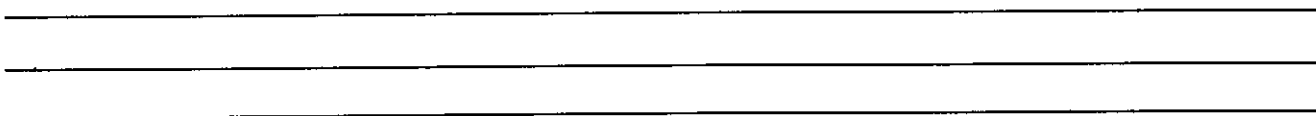
**GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES**

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951.

Please attach resident certificate to bid response.

**Method of Award:** APS prefers to award this contract(s) all-or-none, but reserves the right to award on total or by groups of items on the basis of the individual items or an combination of these that may be in the best interest of the District. If low bid(s) is not readily apparent, the price of each item, both picked up and delivered, will be extended by a factor based upon historical usage for a grand total. Zone charges and other environmental fees charged may also be considered in final award. APS reserves the right to make multiple awards to take advantage of pricing and location of yard to job site.

**Submittals:** Bidders must submit, with the return bid package, a Base Zone Map clearly specifying any additional charges which will apply to APS delivery sites outside of the bidder's particular zone limits. If your firm will not impose any charges for geographical distance, please so state.



**Incidental fees:** Bidder shall specifically define all fees that will be levied in accordance with this contract. Minimum delivery loads, miscellaneous environmental delivery charges, fuel surcharges and the like are to be disclosed and the methods used for calculating/assessing each. If no explanation is provided, any such charges appearing on invoices will be ignored and will remain unpaid during the course of the contract.

Contractor agrees to perform the work/supply the material according to the conditions and specifications described herein at the prices stated on the following bid pages throughout the time period of this contract. **For comparative purposes please state all prices as "per ton".**



**BID: Sand and Gravel Products**

ITEM DESCRIPTION	DESCRIPTIVE CODE No.	PICKED UP PRICE/TON	DELIVERED PRICE/TON
<b>1 Crusher Fines, 0"-1/4"</b>	_____		
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		_____	
<b>2 Mountain Rose Crusher Fines, 0"-1/4"</b>	_____		
Pit Location: _____			
2a 3 - 5.99 tons		_____	_____
2b 6 - 11.99 tons		_____	_____
2c 12 tons and over		_____	_____
2d Any quantity collected from local yard per ton		_____	
<b>3 Gravel, Crushed, 1/2" - 1"</b>	_____		
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		_____	
<b>4 Gravel, Round, Pea Size, 3/8" - 1/4"</b>	_____		
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		_____	
<b>5 Gravel, Round, 3/8" - 1"</b>	_____		
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		_____	
<b>6 Gravel, Round, 3/4" - 1-1/2"</b>	_____		
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		_____	

**BID: Sand and Gravel Products**

ITEM DESCRIPTION	DESCRIPTIVE CODE No.	PICKED-UP PRICE/TON	DELIVERED PRICE/TON
<b>7 Gravel, Round, 1-1/2" - 2-1/2"</b> 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		_____	
<b>8 Crushed Rock, 3/4"</b> 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		_____	
<b>9 Round Rock, 1"</b> 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		_____	
<b>10 Cobble Stone, 2-1/2" or larger</b> 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		_____	
<b>11 Sand &amp; Gravel Mix, 3/8" (plant mix)</b> 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		_____	
<b>12 Sand &amp; Gravel Mix, 3/4" (for setting fence posts)</b> 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		_____	

**BID: Sand and Gravel Products**

ITEM DESCRIPTION	DESCRIPTIVE CODE No.	PICKED-UP PRICE/TON	DELIVERED PRICE/TON
<b>13 Brick Sand</b> 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		_____	
<b>14 Plaster Sand</b> 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		_____	
<b>15 Fill Sand</b> 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		_____	
<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 1/2"</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		_____	

**BID: Sand and Gravel Products**

ITEM DESCRIPTION	DESCRIPTIVE CODE No.	PICKED-UP PRICE/TON	DELIVERED PRICE/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		_____	
<b>22 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		_____	
<b>23 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		_____	

ITEM DESCRIPTION	DESCRIPTIVE CODE No.	PICKED-UP PRICE/TON	DELIVERED PRICE/TON
<b>24 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, **Delivery Charge to be assessed on deliveries of \_\_\_\_\_ or less**

**Resident Veterans Preference Certification**

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

**Please check one box only**

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

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

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

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

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

“In conjunction with this procurement and the requirements of this business” application for a Resident 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.

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

**CONFLICT OF INTEREST**

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

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

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

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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



**BID: Sand and Gravel Products**

**Bid No. 14-049SC-AM**

Date Contribution(s) Made:

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Amount(s) of Contribution(s)

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Nature of Contribution(s)

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Purpose of Contribution(s)

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(Attach extra pages if necessary)

**ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION**

**TERMS AND CONDITIONS**

**Preparation of Bids**

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

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

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

**General**

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

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

**Award**

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

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

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

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

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

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

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

**Packing, Shipping and Invoicing**

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

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

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

**Patent Indemnity**

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

**Warranties**

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

**Inspection**

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

**Assignment**

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

**Non-discrimination**

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

**Changes**

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

**Kickback Statement**

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

**Termination**

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

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

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

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

**Contingency**

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

**Other Applicable Laws**

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

**Non-Collusion**

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

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

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

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

Resident/Veterans Certification No(If Applicable): \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

Area Code and Fax No \_\_\_\_\_

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