



ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division
Expect Great Things!

Mark Heckart, CPM
EXECUTIVE DIRECTOR/PROCUREMENT OFFICER

Dr. Brad Winter
Interim Superintendent

February 9, 2015

Bid: 15-047RR-AM Transmission Electron Microscopy

DATE: March 10, 2015

TIME: 9:30 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: Robert C. Russell, Senior Buyer
russell-r@aps.edu (505) 878-6123

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.

acm

BID NO. 15-047RR-AM
LABORATORY TRANSMISSION ELECTRON MICROSCOPY ANALYSES

INTENT: Albuquerque Public Schools (APS) invites you to bid on a requirements contract for **Laboratory Transmission Electron Microscopy Analyses** in accordance with the attached specifications.

INFORMATION FOR BIDDERS

1. **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 Purchase Order issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.
 - Information for Bidders
 - General Terms and Conditions
 - General Conditions and General Requirements
 - Specifications and Pricing
 - Campaign Contribution Disclosure Form
 - Conflict of Interest and Debarment/Suspension Certificate Form
 - Resident Veterans Preference Certification (Signature Page)
 - Specifications Exception Form and Bid Submittal Checklist
 - Terms and Conditions (Signature Page)
2. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids.**
3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

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

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

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

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INFORMATION FOR BIDDERS CONTINUED

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Robert C. Russell, Buyer, telephone number (505) 878-6123; for clarifications of the specifications or other technical aspects of this bid may be made by contacting APS Environmental Management Department Manager, Van Lewis, telephone number (505) 765-5950 ext.324. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analysis and has made provision as to the cost thereof in his bid.
6. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
7. **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.
8. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**
9. **Tax Requirements:** 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. **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 fifteen (15) calendar days after the fact or occurrences giving rise thereto.

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INFORMATION FOR BIDDERS CONTINUED

11. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. If your company is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3724.
12. **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.

GENERAL TERMS AND CONDITIONS

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

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

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

Albuquerque Public Schools reserves the right to return 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 CONDITIONS

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

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

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2. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

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.

3. **Purchase Order and Invoicing Procedures:** Upon award, APS will issue a Price Agreement (PA) which shall bind the contractor to the terms of the bid. Purchase order will accommodate multiple billings for the life of the contract. SPO's or direct purchase orders will not be used. Invoices must be itemized and reference the (PA) number as well as the name of the school and project. Unidentified invoices will be returned to the contractor. Original or billing copy Invoices must be sent to Albuquerque Public Schools, P.O. Box 25704, Albuquerque, NM 87125 Attention: Accounts Payable. One copy is also to be sent to Mr. Lewis. Mr. Lewis is also to receive copies of the Chain of Custody to substantiate charges. Contractor's invoicing must be easily verifiable and traceable to the contract.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PO number and shall be submitted to Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 880-2570.

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

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

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GENERAL REQUIREMENTS

1. **Scope of Work:** The purpose of this bid is to establish pricing for an indefinite quantity of Laboratory Transmission Electron Microscopy Analyses from authorized companies. Orders will be placed as needs develop. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO OFFER LABORATORY TRANSMISSION ELECTRON MICROSCOPY ANALYSES IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE OF THE ITEMS REQUESTED.**

2. APS wishes to establish a contract for the provision of laboratory services of transmission electron microscopy (TEM) analysis of air samples collected and submitted by Albuquerque Public Schools (APS). All analyses shall be done in accordance with applicable EPA regulations, currently NIOSH 7402 and the Asbestos Hazard Emergency Response Act (AHERA). Samples will be collected on 25 mm. mixed cellulose ester, .45 micron cassettes by APS Environmental Department. Laboratory services will include the following: 1) Preparation of air filters collected; 2) Analyses of air samples for asbestos fibers per NIOSH 7402 and structures per AHERA; 3) Completion of analytical reports and EPA record keeping; 4) Storage of collected samples; 5) Disposal of sampled 25mm cassettes.

Laboratories shall use protocol described in Appendix A to Subpart E of the Asbestos Hazard Emergency Response Act 40 CFR Part 763, Vol.52, No. 210 "Asbestos-Containing Materials in Schools; Final Rule and Notice" and must be accredited through the National Institute of Standards and Technology's National Voluntary Laboratory Accreditation Program for TEM analysis of airborne fibers.

All samples will be shipped by overnight express or air freight. Overnight express will be used when possible; however air freight may be necessary on weekends and for emergencies. No minimum sample amount will be set. Samples will be processed and shipped as needed.

The work to be performed under this contract shall be executed as a series of individual projects initiated by APS utilizing Chain of Custody forms (sample attached) when submitting air monitoring cassettes. The Chain of Custody form will be included in the box with the cassettes. APS will inform laboratory as to when results will be needed.

Reports completed by the laboratory will be specific as to dates, methods, and services performed. The following information will be required on all reports: 1) date; 2) sample date; 3) client; 4) project name (school or department and location number); 5) sample identification; 6) method of test; 7) results; 8) client sample number; 9) sample location; 10) sample volume (liters); 11) area analyzed (mm); 12) asbestos structures; 13) detection limit (s/cc); 14) asbestos concentration (s/cc); 15) asbestos concentration (s/mm²). Results will be emailed or otherwise made available online to the APS Environmental Management Department immediately after analysis is complete. In addition, a copy of the results with a copy of count sheet will be faxed to the ERHRD with a hard copy original to be mailed within five (5) working days of completion of analyses.

The laboratory will be required to respond promptly to each request. Results will be needed within a 4 hour, 8 hour, 12 hour, or 24 hour time frame calculated from the time the samples are received as specified on the Chain of Custody form. The majority of samples will be requested on a 4 hour turn around basis. A surcharge may **not** be added for night, weekend, or holiday analysis results.

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APS will submit the required set of samples for clearance of asbestos abatement projects per AHERA; five (5) inside containment, five (5) outside containment and three (3) blanks (field and box). One additional sample will be sent in the event that a sample may prove to be invalid due to circumstances unrelated to abatement project such as a torn filter, broken cassette, and similar. **The laboratory will stop analysis once it is determined that clearance has failed. In this event, APS will be charged only for samples actually analyzed. In addition, if the first five (5) inside containment samples clear, then the laboratory will conclude analysis and only charge for actual samples analyzed.**

3. **Contract Period:** Any contract issued as a result of this solicitation will be in effect for a one (1) year period after date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended for three (3) additional one (1) year periods. Price escalation will be considered for the renewal periods only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. 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. Contractor may decline renewal with no penalty and APS will re-bid.

Although this contract is being bid on behalf of APS Environmental Management Department, individual schools/departments, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specified items awarded.

4. **Pricing:** The laboratory agrees to perform the work according to the conditions and specifications described herein at the prices stated below throughout the time period of this contract. Unit price is to include all costs involved including preparation time and reporting fees with the exception of shipping and taxes. Applicable taxes will be added to invoice as a separate item at the then-current rate and will be paid by APS to the contractor who shall be responsible for payment to the appropriate taxing authority. Cost of shipment will be added to invoice at exact cost with no markup.

APS prefers to award the contract on an all or none basis. Multiple awards may be considered in the event that certain line items or services should not be available from all bidders or if it should be necessary to make a second award for excess volume. Weighted values have been established to provide the contractor with possible frequency of use for each line item. This is not a commitment to purchase. Assuming all line items are represented, APS will use the extended totals to establish the overall low dollar bid. Regardless of "low bid", no award will be made without proper submittals. See Paragraph 19.

The laboratory may subcontract portions of the work to qualified and licensed subcontractor(s) if it should be necessary to supplement existing staff during peak periods, vacations and the like or in the event of equipment failure or similar emergency. Any such subcontractor must meet the requirements of this bid and be fully qualified in all respects. The Environmental Hazard and Response Department must be notified and must approve of any proposed subcontractor prior to the laboratory entering into any agreement for such work. APS must know the source of all sample analyses. Subcontracting is intended to be the exception rather than the rule. **BIDDER OWNS GOODS IN TRANSIT.**

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GENERAL REQUIREMENTS CONTINUED

Insurance: Contractor shall, for the duration of the contract, maintain professional liability and automobile liability insurance with limits of liability of no less than the limits of liability for government entities as provided by the New Mexico Tort Claims Act. Contractor shall provide APS with proof of such insurance as a condition precedent to the execution of this contract. Contractor also agrees to notify APS immediately if such insurance is out of force for any reason at any time during the life of the contract. 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: In the sum of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of a single occurrence, three hundred thousand dollars (\$300,000) for all medical or medically related expenses arising out of a single occurrence for all damages other than property damage, four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical or medically related expenses, and the sum of seven hundred fifty thousand dollars (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence as permitted under the Tort Claims Act.
- C. Specialized Coverage: In the sum of not less than one million dollars (\$1,000,000) each for General Liability Insurance for the following categories: general aggregate, products — comp/op aggregate, personal and ADV injury, and each occurrence. Fire damage (any one fire) not less than fifty thousand dollars (\$50,000) and medical expense (any one person) not less than five thousand dollars (\$5,000). Automobile liability for a combined single limit of not less than one million dollars (\$1,000,000). Specialized carrier coverage of not less than \$50,000.

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

Indemnification: Agree to defend, indemnify, and hold harmless APS and its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this agreement. 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.

- 5. 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.

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PRICING

TRANSMISSION ELECTRON MICROSCOPY

Turn-Around Time	Weighted Value	Price Per Sample
4 Hour	500	\$ _____
8 Hour	300	\$ _____
12 Hour	150	\$ _____
24 Hour	50	\$ _____
EXTENDED TOTAL (for evaluation purposes only)		\$ _____

Laboratory will add cost of shipment to the invoice at exact cost with no markup. Documentation will be required. Be prepared to include proof of shipping charges with each invoice. This is a change from previous bids which required shipping to be included in the cost of the sample. With the further exception of applicable taxes, all other charges are to be included in the price per sample.

Submittal Requirements: Your return bid must include (1) a list of position descriptions and staff members assigned to those positions. The laboratory must assure APS that the various analysts and supervisors have adequate experience and qualifications relevant to carry out the obligations of this contract. Resumes or summary of qualifications will be required. The laboratory must (2) also submit one copy each of the Laboratory Safety Program "OSHA 29 CFR 1910.1450" and TEM Procedures Manual, plus its Quality Assurance Manual, control charts, and data on estimate of accuracy and precision of analysis. Also provide 3) a list of at least three (3) references similar in scope and complexity to this contract. Include current telephone numbers and names. Do not use APS as a reference.

If you will utilize a subcontractor at any time, identify that firm and establish credentials as above. Discuss under what conditions the subcontractor will be utilized.

If the submittals will be sent under separate cover, please so note.

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VETERAN'S PREFERENCE:

Policy effective July 1, 2012

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veteran 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 and 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", (see attachment).

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 and Revenue. This policy is effective January 1, 2012. For addition information, please call 505-827-0951. Please attach Resident Certificate to bid response.

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CAMPAIGN CONTRIBUTION DISCLOSURE FORM
BID NO. 15-047RR-AM

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

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“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: _____

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)

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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 Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

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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.

Firm Name

**BID NO. 15-047RR-AM
LABORATORY TRANSMISSION ELECTRON MICROSCOPY ANALYSES**

SPECIFICATIONS EXCEPTION FORM

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.

I do meet specifications:

Signature

I do not meet specifications:

Signature

BID NO. 15-047RR-AM
LABORATORY TRANSMISSION ELECTRON MICROSCOPY ANALYSES

BID SUBMITTAL REQUIREMENTS AND CHECK LIST

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 RFB.

- _____ Specifications and Pricing (page 8)
- _____ Campaign Contribution Disclosure Form (page 10, 11)
- _____ Conflict of Interest and Debarment/Suspension Certificate Form (page 12)
- _____ Resident Veteran's Preference Certification Form (page 13)
- _____ Specifications Exceptions Form (page 14)
- _____ Bid Submittal Requirements and Check List (page 15)
- _____ Terms and Conditions (page 16, 17)

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No. 15-047RR-AM**

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 NM Taxation and Revenue Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

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

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

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

Packing, Shipping and Invoicing

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

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

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

Patent Indemnity

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleged 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-ride employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Other Applicable Laws

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

Non-Collusion

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

Signature of Authorized Representative _____
Type or print name of above _____
Name of Firm _____
Address _____
Area Code and Telephone No. _____

Contractor's License No: _____
(If Applicable)
Resident Certification No: _____
(If Applicable)
Fax No: _____
Wats Line (If available) _____
Federal ID No.: _____