



ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division

Winston Brooks
SUPERINTENDENT

Mark Heckart, CPM
DIRECTOR/PROCUREMENT OFFICER

July 26, 2012

BID: 13-010SC-SL Window Coverings & Installation Services

DATE: August 14, 2012

TIME: 11:00 a.m.

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

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

CONTACT: Steven L. Carpenter, District 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 unopened.** To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

sls

INFORMATION FOR BIDDERS

1. **Intent:** To establish pricing structure for Window Coverings on Demand for Albuquerque Public Schools. Contract will also include measuring, installation, repair, removal and related services.
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 Operating Conditions
 - Specifications/Exceptions
 - Pricing(3 styles)
 - Conflict of Interest
 - Terms & Conditions
 - Vendor Preference Certificate(s)

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 response envelope bearing on the outside the name and address of the bidder, the bid number and the bid opening date as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign the bid. Bids not signed and returned with bid submittal will be considered non-responsive and will be rejected.**

4. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. The owner 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 proceeding:

5. **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 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 for this contract may be made by contacting Steven Carpenter in the APS Procurement Office, telephone (505) 878-6121. Clarification of the technical aspects of this contract may be made by contacting Fred Montano APS M&O on (505) 765-5950 ext 205 or Mary Nulk, Facilities Specialist on (505) 848-8879. **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 the site location 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 tests and has made provision as to the cost thereof in his bid.

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. **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.
9. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including signature pages) and submit as Bid #2. Each bid must stand alone and comply with the terms and conditions of this contract.
10. **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.
11. **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. Delivery may be a factor in bid award. It is the responsibility of the bidder to inquire as to bid results and the status of any subsequent award(s).
12. **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, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated 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.
13. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if given, such shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

14. **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.
15. **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.
16. **Terms and Conditions:** The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the item(s) specified.

No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a PA will be considered sufficient notice of acceptance of contract.

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

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

17. **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 free competitive process in connection with this solicitation. This form (Appendix A) shall be filed the state agency of local public body as part of the competitive sealed proposal.

18. **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 OPERATING CONDITIONS

1. **Contract Term:** The duration of this contract shall be 1 (one) year following award of the contract. At the completion of the 1 (one) year period, this contract is subject to review and may be extended for 2 (two) additional 1 (one) year periods. Renewal is contingent upon mutual agreement of the parties and appropriation of funding. Renewals must be at the pricing structure specified with no change in terms and conditions subject to the

BID: To Furnish Window Coverings & Installation Services on Demand for APS Bid No. 13-010SC-SL

approval of both parties and contingent upon funding. The purpose of this bid is to establish pricing for product on demand. Pricing will be structured as a discount from list. The list will be allowed to change as may be standard in the industry, but the discount will remain firm. There is no provision for escalation of pricing other than manufacturer issuing a new price list. Bidder may decline renewal with no penalty and APS will rebid.

Contract may be used by APS Special Teams, Maintenance and Operations, and Facilities Planning and Construction. APS historically also offers the use of such contracts to various PTA groups and the like which may spend private monies for specific APS school projects. However, APS is not responsible for payment in such cases nor are the PTA'S, etc. obligated to use the contract.

2. **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:

BID: To Furnish Window Coverings & Installation Services on Demand for APS Bid No. 13-010SC-SL

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.

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. **Pricing Structure:** Pricing for blinds and shades will be structured as a discount from list. The list will be allowed to change as may be standard in the industry, but the discount will remain firm. The list must be in common use for either the bidder's general clientele or other government accounts, regularly maintained by the manufacturer, and published or otherwise available for inspection. Pricing artificially derived for APS is not acceptable.

EXAMPLE

| | | | |
|---------------------|----------|-------------------|------------------|
| Manufacturer's List | \$100.00 | Increase \$107.00 | Decrease \$97.00 |
| Discount | -25% | -25% | 25% |
| APS Price | \$75.00 | \$80.25 | \$72.75 |

Price all other categories as specified on pricing sheets. Please be very specific and thorough in stating your pricing structure on these items.

REMINDER: You may **not offer a cost-plus percentage (markup)** arrangement as it is prohibited per the State of New Mexico Procurement Code (Article 13-1-149). Bid responses with cost plus a percentage of cost pricing listed will be labeled unresponsive and will not be evaluated. You must respond with discount from list pricing.

It will be the responsibility of the contractor to approach APS Procurement with the need for price adjustment. No change in pricing will be accepted without documentation. With documentation in order, APS and contractor will mutually agree as to the effective date and all documents will be amended accordingly. Price increases will not be retroactive or unique to APS. Price decreases will also apply as well as special sale or promotional pricing. Contractor's invoicing must be easily verifiable and traceable to the contract. Product numbers, brands, models etc. must be clearly defined. Contractor must furnish copies of all price lists to various users as necessary.

All pricing must be F.O.B. destination including cost, insurance and freight. APS may, at its option, elect to pick up finished Window Coverings. In that instance, F.O.B. point is defined as APS taking possession of materials. This does not restrict or limit APS' right to inspection or future claims for defective product.

Multiple awards may be made to ensure adequate coverage of all requirements in the district, both for new construction and for remodeled facilities.

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.

5. **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:

- I. 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.

Complete SPD Policy attached with bid packet.

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.

6. **Invoicing and Purchase Order Procedures:** Upon award, APS will issue a price agreement order which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed. A Price Agreement Order (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 price agreement number, work order number, delivery location, and the full signature with printed name underneath of employee picking up/receiving the materials. Initials only are not acceptable and will not be processed for payment.

Itemized invoices, clearly referencing appropriate bid pricing, item number, price agreement and work order number, shall be submitted in duplicate to APS Board of Education, Accounts Payable, P.O. Box 25704, Albuquerque, NM 87125; telephone number (505) 880-3799.

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.

TECHNICAL SPECIFICATIONS

- 1. Scope of Work:** Contractor may be required to measure windows for Window Coverings. Window Coverings will be ordered per job according to measurements specified by APS or as measured by contractor. Removal of old window coverings and installation of new ones may be done by either contractor or APS crews. Contractor will be responsible for the timely fabrication of the window coverings in accordance with manufacturer's standards. Window coverings are typically standard solid colors to be furnished complete with valance. Typical windows are rectangular in shape and recessed ready to accept shades or blinds; however, other configurations or special orders (such as skylight window coverings) should be anticipated. Contract will also include repair/spare parts as well as all necessary brackets, clips, rods etc. which may be required to mount the window coverings. Valances and wands will be included in the price of the blind.

It is emphasized that the successful bidder must deliver a finished product. APS will not wait for miscellaneous parts to complete an order.

- 2. Standards:** Brand names, types, or catalog numbers which may appear throughout the bid are for the bidder's reference as to level of quality or characteristics desired. Shades are the APS preference.

Shades shall be of fire resistant fabric and the cloth shall be removable with a snap-on/snap-off mounting. Shades shall be chain operated and must be available in the full range of manufacturer's product line. To be MechoShade or equal.

The Levolor horizontal and vertical window coverings are preferred because of their operational mechanisms. This has proven to be a superior product where children are present. Other brands will be considered only if there is a comparable controlling apparatus.

This is not an endorsement on the part of APS. APS will consider "or equal" product in evaluation. "As specified" is defined as the exact brand referenced in the description. Notations under brand/model number which indicate "a/s" or "as specified" shall bind the bidder to furnish exactly that brand. Indicate your stock number(s) as may be applicable. Other brands/models will be evaluated.

- 3. Bidding Other Than as Specified:** If bidder proposes to furnish materials other than the brand(s) specified, return bid must include complete product literature and technical data. Attention is drawn to the Specification Exception form on page 8. Use this area to make a full explanation as to how the product(s) offered will meet the intent of the bid. Please make clear any differences between the bid specifications and your product. APS may also require product sample and/or demonstration.

APS reserves the right to request further samples at any time during the evaluation process. The samples received will be used to determine quality durability and compliance with specifications. All samples are to be of the same quality as those materials to be supplied by successful bidder(s) upon bid award. They shall be free of charge and be submitted and removed by the bidder at bidder's expense. Award samples may be held for comparison with deliveries. APS shall not be held responsible for any samples damaged or destroyed in examination or testing. Bidder will have five (5) working days after notification to supply the desired items. Samples not received within the five day time period will disqualify the bidder as non-responsive. Samples not removed within ten (10) days after notice to the bidder will be regarded as abandoned and APS shall have the right to dispose of them as its own property.

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

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

5. Repair: All contracted repair work will be supplemental to work done by APS window covering repair personnel. If repairs work is contracted, pricing shall be quoted as discount from list for appropriate miscellaneous parts plus a quoted hourly rate.

7. Submittals:

- Insurance Certificate
- Specifications-Exceptions Form
- Pricing (3 Styles)
- Conflict of Interest
- Terms & Conditions
- Veteran/Resident Certificate

8. Basis of Award: Award(s) will be based upon best bid/ deepest discount pricing for comparable list/product or group of blinds and shades. Delivery, comprehensiveness and currency of price list(s), and the best interests of the District may be factors in bid award.

In the event APS receives comparable pricing structures and discount from list prices in the same categories, then APS may choose to (1) award to the vendor(s) who submits the more comprehensive price list(s) or (2) award to vendor(s) with best bid pricing on measure/install/repair/removal of blinds and shades or (3) make multiple awards in that category. APS reserves the right to make **multiple awards** to insure adequate coverage of service/or in the best interest of the District.

Firm Name _____

SPECIFICATIONS EXCEPTIONS 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 exception 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) _____

Exceptions are as stated:

(Signature) _____

Firm Name _____
NM Preference # _____

PRICING

Please complete the following pricing information. Please state pricing as specified on price sheets below. Note that for blinds and shades a copy of the price list(s) referenced must be submitted with the bid. **REMINDER:** You may not offer a **cost-plus percentage of cost (markup)** arrangement as it is prohibited per the State of New Mexico Procurement Code (Article 13-1-149).

HORIZONTAL CUSTOM BLINDS

1. Brand/Manufacturer _____
2. Date of Price List (Please submit actual list with bid) _____
3. Minimum Discount from List _____
4. Additional discounts for quantity _____
Quantity required for discount above _____
5. Warranty (material & labor) _____
6. Lead Time for Standard Orders _____
7. Are ready-made off-the-shelf blinds available? What is the discount? _____
8. Are bulk parts available? What is the discount? _____
9. Can you deliver to any APS site in your own vehicle? _____
10. Are you an authorized Levolor dealer? _____
11. Specify your price for quoting on a job? _____
12. If repair work is contracted specify your price, quoted as discount from list, for hardware and miscellaneous parts which may be ordered separately from the blinds.

13. Specify your price (per hour and/or per blind), exclusive of gross receipts tax, for measuring and installation.

14. Specify your price per hour, exclusive of gross receipts tax, for repair work.

15. Specify your price (per hour and/or per blind), exclusive of gross receipts tax, for removal of old blinds.

PLEASE SUBMIT YOUR CURRENT PRICE LIST WITH RETURN BID.

Firm Name _____
NM Preference # _____

PRICING

Please complete the following information. Please state pricing as specified on price sheets below Note that for blinds and shades a copy of the price list(s) referenced must be submitted with the bid. **REMINDER:** You may **not offer a cost-plus percentage of cost (markup)** arrangement as it is prohibited per the State of New Mexico Procurement Code (Article 13-1-149

VERTICAL CUSTOM BLINDS

1. Brand/Manufacturer _____
2. Date of Price List (Please submit actual list with bid) _____
3. Minimum Discount from List _____
4. Additional discounts for quantity _____
Quantity required for discount above _____
5. Warranty (material & labor) _____
6. Lead Time for Standard Orders _____
7. Are ready-made off-the-shelf blinds available? What is the discount? _____
8. Are bulk parts available? What is the discount? _____
9. Can you deliver to any APS site in your own vehicle? _____
10. Are you an authorized Levolor dealer? _____
11. Specify your price for quoting on a job? _____
12. If repair work is contracted specify your price, quoted as discount from list, for hardware and miscellaneous parts which may be ordered separately from the blinds.

13. Specify your price (per hour and/or per blind), exclusive of gross receipts tax, for measuring and installation.

14. Specify your price per hour, exclusive of gross receipts tax, for repair work.

15. Specify your price (per hour and/or per blind), exclusive of gross receipts tax, for removal of old blinds.

PLEASE SUBMIT YOUR CURRENT PRICE LIST WITH RETURN BID.

Firm Name _____
NM Preference # _____

PRICING

Please complete the following information. Please state pricing as specified on price sheets below. Note that for blinds and shades a copy of the price list(s) referenced must be submitted with the bid. **REMINDER:** You may **not offer a cost-plus percentage of cost (markup)** arrangement as it is prohibited per the State of New Mexico Procurement Code (Article 13-1-149)

CUSTOM SHADES

1. Brand/Manufacturer _____
2. Date of Price List (Please submit actual list with bid) _____
3. Minimum Discount from List _____
4. Additional discounts for quantity _____
Quantity required for discount above _____
5. Warranty (material & labor) _____
6. Lead Time for Standard Orders _____
7. Are ready-made off-the-shelf shades available? What is the discount? _____
8. Are bulk parts available? What is the discount? _____
9. Can you deliver to any APS site in your own vehicle? _____
10. Are you an authorized MechoShade dealer? _____
11. Specify your price for quoting on a job? _____
12. If repair work is contracted specify your price, quoted as discount from list, for hardware and miscellaneous parts which may be ordered separately from the shades.

13. Specify your price (per hour and/or per shade), exclusive of gross receipts tax, for measuring and installation.

14. Specify your price per hour, exclusive of gross receipts tax, for repair work.

15. Specify your price (per hour and/or per shade), exclusive of gross receipts tax, for removal of old shades.

PLEASE SUBMIT YOUR CURRENT PRICE LIST WITH RETURN BID.

Susana Martinez
New Mexico Governor

Ed Burckle
Cabinet Secretary
General Services Department

Lawrence O. Maxwell
State Purchasing Agent



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

Administrative Services Division
(505) 827-0620

Building Services Division
(505) 476-2425

Property Control Division
(505) 827-2141

Purchasing Division
(505) 827-0472

Risk Management Division
(505) 827-0442

State Printing & Graphic Services Bureau
(505) 476-1950

Transportation Services Division
(505) 476-1902

July 1, 2012

SPD POLICY MEMO FY12-001

Application of Veterans Preference

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. This law applies to all departments, commissions, councils, boards, committees, institutions, legislative bodies, agencies, government corporations, educational institutions or officials of the executive, legislative or judicial branches of the government of the state or political subdivisions of the state and agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule municipalities.

The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

All public solicitations must contain the attached "Resident Veterans Preference Certification".

All requests for proposals (RFP's) must contain the following statement in the Evaluation and Points Summary:

New Mexico Business Preference

Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached certification form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.

RFP's are to be evaluated on preference as follows:

In addition to the total points on an RFP, 10% must be added for preference award. For example; an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses.

The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total 1080.

"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 Veteran 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 as 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 this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

This policy is effective July 1, 2012. Procurements involving federal funds are excluded from in state preference laws.



Lawrence O. Maxwell
State Purchasing Agent

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- 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 bid or 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 bid or 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 Veteran 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 as 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 this statement is true to the best of my knowledge. I understand that 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 =award of the procurement involved if the statements are proven to be incorrect.

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
WINDOW COVERINGS AND INSTALLATION SERVICES ON DEMAND
FOR VARIOUS ALBUQUERQUE PUBLIC SCHOOL SITES
13-010SC-SL**

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 No:

Fax No.:

Email Address:

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No. 13-010SC-SL**

Preparation of Bids

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

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

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

General

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

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

Award

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

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

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

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

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

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

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

Packing, Shipping and Invoicing

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

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

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

Patent Indemnity

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

Warranties

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

Inspection

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

Assignment

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

Non-discrimination

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

Changes

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

Kickback Statement

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

Termination

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

APS may by written notice terminate this order for Seller's default in whole or in part, 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 _____
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.: _____