



Southwest Aeronautics,
Mathematics and Science Academy

REQUEST FOR SEALED BIDS

Bid # 23-001

BID TITLE: Steel Perimeter Fencing

BID SCHEDULE

Action	Date & Time
Bid Issued	October 1, 2022
Non-Mandatory Walk-Through	October 13, 2022 from 12:00 PM – 1:00 PM MDT at 6441 Ventana Road NW, Albuquerque, NM 87114
Deadline for Questions	October 20, 2022
Bid Due Date & Time	October 25, 2022 at 2:00 PM MDT
Public Opening of Sealed Bids	October 26, 2022 at 2:00 PM MDT at 4100 Aerospace Pkwy NW, Albuquerque, NM 87120
Award Notices Sent Via E-mail	No later than October 28, 2022
Installation Completion Date *	December 15, 2022 - January 6, 2023 *see timing information in specifications

Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from the office personnel of SAMS Academy.

BUYER CONTACT INFORMATION

Name	Amanda Catanzaro
Phone Number	(505) 338-8601 or (505) 715-3420
E-Mail Questions to	acatanzaro@samsacademy.com
Hand Deliver Sealed Bids	SAMS Academy, c/o Amanda Catanzaro 4100 Aerospace Pkwy NW Albuquerque, NM 87120

Any inquiries or requests regarding clarification of bid document shall be submitted to the buyer via email. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents.

BID SUBMITTAL

Bids must be submitted via hand delivery by date and time as noted on Request for Sealed Bids.

Bidders are strongly encouraged to review, create, and deliver all bid responses several days in advance of the due date and time.

BID TERMS AND CONDITIONS

SAMS Academy requires fencing installation by January 6, 2023 - see "Timing" in Specifications.

BID SUBMISSION COVER SHEET

(Required: Submit with your bid)

BIDDER ACKNOWLEDGEMENT: By responding to this bid, the undersigned bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this bid; (2) certifies that the bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the sub submitted to the school; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed at the price indicated.

Signature of Authorized

Representative: _____ Contractor's License: _____
(If Applicable)

Type or Print

Name of Above: _____ Address 1: _____

Name of Firm: _____ Address 2: _____

Telephone No: _____ E-Mail: _____

Resident/Veterans Preference Certification No. (If Applicable): _____

Contact Info for Issues Resolution Department:

Contact Info for POs/Invoicing/Etc:

Name of Contact: _____ Name of Contact: _____

Telephone No: _____ Telephone No: _____

E-Mail Address: _____ E-Mail Address: _____

*****IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY SAMS ACADEMY AT THE BUYER CONTACT INFORMATION*****

1. **Installation:** Installation times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative bidder will be assigned at the discretion of SAMS Academy.

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the SAMS Academy, c/o Amanda Catanzaro (Director of Operations), 4100 Aerospace Pkwy NW, Albuquerque, NM 87120 prior to the time specified by the due date and time. The outside of the envelope must clearly reference in the lower left hand side of the envelope:

REQUEST FOR SEALED BIDS

Bid # 23-001

BID TITLE: Steel Perimeter Fencing

All bids must be signed by a responsible and authorized person for the bidding firm.

Please submit your completed bid, including the following items in a sealed envelope. Note that the requested information is mandatory and failure to submit these items with your response may deem it non-responsive and may be disqualified. Submittals must be in the following order and all items must be included in your response to this bid.

SUBMITTALS:

- | | | |
|--------------------------|--|----------------|
| <input type="checkbox"/> | Bid Submission Cover Sheet, Completed and SIGNED | ***REQUIRED*** |
| <input type="checkbox"/> | Bid Price Form & Cost Proposal/Quote | ***REQUIRED*** |
| <input type="checkbox"/> | Specification Exception Form | ***REQUIRED*** |
| <input type="checkbox"/> | Conflict of Interest and Debarment/Suspension Form | ***REQUIRED*** |
| <input type="checkbox"/> | Campaign Contributions Disclosure Form | ***REQUIRED*** |

Bids must be submitted via hand delivery by required date and time as noted on Request for Sealed Bids document.

Bidders understand and agree that technical support may not be readily available the day of and to the hours/minutes prior to a bid closing time (Due Date/Time). Bidders also understand and agree that internet access, browsers, and operating systems are not supported by the school and/or its agents. **Bidders are strongly encouraged to review, create, and deliver all electronic bid responses several days in advance of the due date and time.**

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INSTRUCTIONS FOR ALL BIDDERS

INSTRUCTIONS FOR ALL BIDDERS

1. **READ ALL DOCUMENTS:** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the bid.
2. **OFFICIAL CONTACT:** Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other SAMS Academy employees do not have the authority to respond on behalf of SAMS Academy. Bidders MAY NOT contact other school departments or employees. Any contact with a school department or employee may result in rejection of any bid.

Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on the bid or the resulting contract(s). Any response made by the school will be provided in writing to all bidders by addendum, no verbal responses shall be authoritative.

3. **TIMELY SUBMISSION:** Bids must be submitted by the due date and time. Any and all bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances. It is recommended to submit the bid in early.
4. **BIDDER ACKNOWLEDGMENT:** By responding to the bid, bidders acknowledge and agrees to the terms and conditions set in the bid. The 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 their bid. All costs incurred by a bidder in connection with responding to this bid, the selection process undertaken in connection with this bid, and any negotiations with SAMS Academy will be borne solely by the bidder.
5. **FORMS AND ATTACHMENTS:** It is the responsibility of every bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the SAMS Academy website. Bidders should revisit the website (<https://www.samsacademy.com/about-us/request-for-bidsproposals>) prior to the due date before submitting their bid to SAMS Academy. All addendums must be acknowledge in the submitted bid.
6. **ADDENDUM(S):** No addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an addendum withdrawing the bid or one which extends the date for receipt of bids.
7. **NON-MANDATORY WALK THROUGH:** Bidders are welcome, but not required, to attend a walk-through on Thursday, October 13, 2022 from 12:00 PM to 1:00 PM MDT at 6441 Ventana Rd NW, Albuquerque, NM 87114 (corner of Ventana Road and Irving Blvd). Notes from the walk-through including all questions and answers will be available on the website at <https://www.samsacademy.com/about-us/request-for-bidsproposals> within 2 business days after the walk-through.

8. **CORRECTION OR WITHDRAWAL OF BIDS:** Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the request for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes their bid nonresponsive may be permitted to withdraw their bid. Any decision by Buyer to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.
9. **IRREGULARITIES IN BIDS:** Pursuant to NMSA 13-1-132, SAMS Academy may waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, or quantity.
10. **BIDDERS EXCEPTIONS:** Any exceptions to the Scope of Work and/or Specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements. The Buyer, after review of the bids may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.
11. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, SAMS Academy is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
12. **BIDDER SUBMITS MULTIPLE BRAND OR PRICE:** If Bidder offers more than one brand or price per item, SAMS Academy shall evaluate bids and award the goods that are in school’s best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.
13. **BID PRICING:** Responses, including bid prices, will be considered firm.
14. **PRICING ESCALATION:** Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. SAMS Academy will review the information and render a Determination accepting or rejecting the new proposed pricing.
15. **BID OPENING:** Pursuant to NMSA 13-1-107, the contents of the bid will be available to the public at bid opening.
16. **BID CANCELLATION OR REJECTION:** This bid may be canceled or may be rejected in whole or in part when it is in the best interest of SAMS Academy. Any sole response that is received may be rejected by SAMS Academy depending on available competition and timely needs of the school.

17. **NON RESPONSIVE:** SAMS Academy reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Request for Bids.
18. **AWARD:** In accordance with NMSA 1978, §13-1-108, the bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. SAMS Academy reserves the right to the sole judge to determine “meets or exceeds”.
19. **MULTI-AWARD:** SAMS Academy reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. SAMS Academy reserves the right to award by item, group of items, or total bids.
20. **AFTER AWARD:** SAMS Academy reserves the right to increase or decrease the quantity of any item called for, add additional related items as the school deems necessary, or to eliminate any item entirely.
21. **PURCHASE AFTER AWARD:** Any resulting purchases under the bid will be made by SAMS Academy purchase order after the contract award.
22. **CONFIDENTIAL INFORMATION:** The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “Proprietary” or “Confidential” subject to the following requirements. Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
23. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Bidder” and “Vendor” is the person or organization making the formal offer. These terms shall be used interchangeably to mean the same thing.

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

“Contractor” shall mean the successful bidder.

“Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision.

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

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

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

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

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

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

“Request for Bids” or “Bid” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

TERMS & CONDITIONS

TERMS & CONDITIONS

1. **TERM:** SAMS Academy reserves the right to procure the services/goods as described in this Bid and enter into a contract as described on Bid front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the SAMS Academy Procurement Officer.
3. **NO MINIMUM GUARANTEE:** SAMS Academy does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. SAMS Academy will review the information and render a Determination accepting or rejecting the new proposed pricing.
5. **TAXES:** SAMS Academy holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** SAMS Academy obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If SAMS Academy does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. SAMS Academy determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978 13-1- 129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directive, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by SAMS Academy.
9. **TERMINATION:** Either party may terminate this contract as follows:
 - a. Termination by the Contractor
 - i. The Contractor may terminate this contract only if SAMS Academy fails to comply with any provisions of this contract and after receiving notice of the

noncompliance, SAMS Academy fails to cure the noncompliance within ten (10) days, or

ii. By written mutual agreement between the Contractor and SAMS Academy.

b. Termination by SAMS Academy

i. For Cause

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

ii. For Convenience

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

10. **INDEMNIFICATION:** The Bidder shall be responsible for damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents or subcontractors. Bidder shall save and hold harmless SAMS Academy against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract.

Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

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

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

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

NOTE: Certificate holder shall be: Southwest Aeronautics, Mathematics and Science (SAMS) Academy
Certificate of Insurance forwarded to: SAMS Academy Director of Operations
Amanda Catanzaro
4100 Aerospace Pkwy NW
Albuquerque, NM 87114

12. **AUDIT:** SAMS Academy reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by SAMS Academy personnel or a third party under contract with SAMS Academy. SAMS Academy shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from SAMS Academy the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee SAMS Academy's access to books and records of such party.
13. **GOVERNING LAW:** This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR:** The Contractor is an Independent Contractor performing services for SAMS Academy. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of SAMS Academy as a result of this procurement.

15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1- 180, and §13-4-11 through §13-4-17, as amended, shall not be permitted to do business with SAMS Academy and shall not be considered for award of the contract during the period for which it is debarred or suspended with SAMS Academy.
16. **CONFLICT OF INTEREST:** By submitting a bid, the Bidder certifies that no relationship exists between the Bidder and SAMS Academy that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to SAMS Academy.
17. **NON-DISCLOSURE:** The Bidder shall not disclose any information relating to students, and employees of SAMS Academy other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless SAMS Academy from any damages, claims, liabilities, and costs including reasonable attorney fees and costs in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by SAMS Academy. If delay in delivery is foreseen, Seller must notify the SAMS Academy Director of Operations of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the SAMS Academy Director of Operations or Designee, after a reasonable opportunity to inspect the goods/services, signifies to the Seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** The SAMS Academy administration can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.

24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of SAMS Academy.
26. **PROMOTIONAL GIFTS AND ACTIVITIES:** SAMS Academy 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, SAMS Academy employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
27. **PAYMENT:** Any invoice receive and payment made shall be subject to SAMS Academy's terms and conditions (NET 30) unless specifically waived by SAMS Academy in a separate written document.
28. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA §44-7A-1, et seq. as amended.

PROTEST

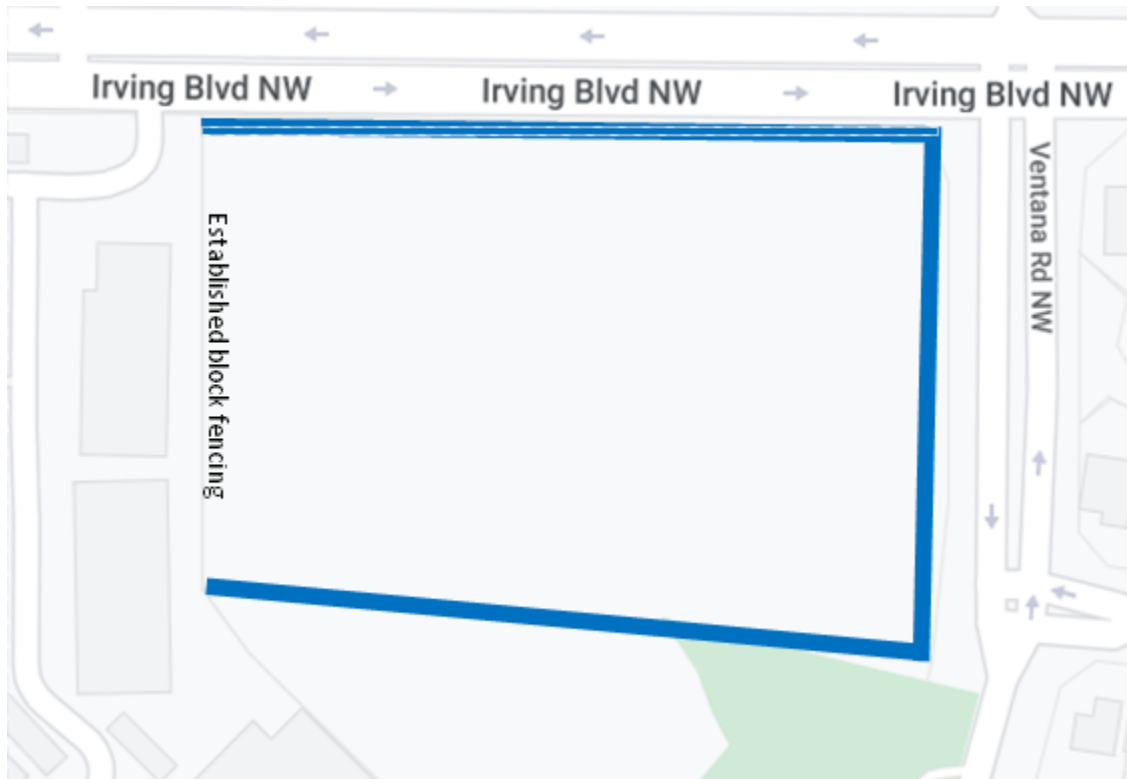
PROTEST

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Director of Operations at SAMS Academy.
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
4. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest.
The determination shall:
 - I. State the reasons for the action taken; and
 - II. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Bidders involved in the procurement (NMSA 1978, §13-1-176).

SPECIFICATIONS

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1. **Location:** Purpose of the bid is to establish pricing for steel picket security fencing, gates and installation around new school building located at 6441 Ventana Road NW, Albuquerque, NM 87114. Blue line indicates approximate location of new fencing.



2. **Fencing:** Steel picket fencing that is 6'0" tall, installed with 3" square posts set in 24" concrete footings. Rails are 1.5" square rails. $\frac{3}{4}$ " square pickets at 5" spacing around the school property. Total quantity of 1,322 pickets.
3. **Gates:** Four (4) cantilever slide gates, measuring 15' x 6' with 24' overall build with counter balance. One gate is located with access from Irving Blvd (driving East) and one gate is located with full access from Ventana Rd NW.
4. **Posts:** Eight (8) cantilever gate posts, measuring 4" square by 250" heavy posts set in 18"x36" reinforced concrete footings.
5. **Gate Installation:** Cantilever gate installation and hardware with a hydroformed track, sealed bearing trollies, post mount brackets, guide rollers and any other hardware necessary for installation must be included in the bid.
6. **Pedestrian Gates:** At each of the property entrances is a poured sidewalk that will lead to a secure swing gate in case of emergencies that allows pedestrians to exit the school property. This gate must prevent access to the school property from the outside, only opening from the outside with key access. Preference that the keys for each gate be the same. Vendor must provide a minimum of 4 keys.
7. **Installation Included:** Pricing must include installation of all of the products listed.

8. Warranty/Guarantee: All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned for full money refund that covers defects in workmanship for one year after installation, including gate closures, and locking mechanisms. Warranty included on all panels, posts, and gates should include protection against cracking, peeling, chipping, blistering, or corroding under normal and proper usage. Bidders will replace damaged items at no cost to SAMS Academy.

9. Protection of Adjacent Surfaces: The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, walls, fencing, rail, sidewalks, and landscaping from damage and shall repair promptly and such damage at his own expense and to the satisfaction of SAMS Academy.

10. Timing: This is a new build and start date may be effected by construction delays. The current building completion is set for December 15, 2022. Fencing installation will begin after SAMS Academy has full possession of the property and completed by January 6, 2023 OR completed within three (3) weeks after SAMS Academy has full possession of the property as notified via email to the winning bidder. An exception can be made if the winning bidder is associated with the current building contractor and completion can begin sooner, upon approval from the developer.

11. Optional Add-On: SAMS Academy plans on completing this project in two (2) phases. The installation of the fencing and gates is in phase one (1). Phase two (2) of this project will be completed based on available funding. Phase two (2) of this project includes smart video intercom control access panel (or similar access control panel) and industrial slide gate operator. Bidders are highly encouraged to include pricing for each of these components in their bid under Optional Add-Ons on Cost Proposal. In the event funding can be secured sooner than anticipated based on the cost, SAMS Academy may proceed with phase two (2) at the same time as phase one (1). Bidder should specify how long the quote is good for with quoted pricing.

BID PRICE FORM & COST PROPOSAL

BID PRICE FORM

Authorized Representative: _____

Print Name: _____

Name of Business: _____

Address: _____

Telephone No: _____

Contact Information for Sales Department

Name of Contact: _____

Telephone No: _____

Email Address: _____

Contact Information for POs/Invoicing/Etc.

Name of Contact: _____

Telephone No: _____

Email Address: _____

IF ANY OF THEIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE BIDDER TO IMMEDIATELY NOTIFY SAMS ACADEMY DIRECTOR OF OPERATIONS.

COST PROPOSAL

Bidders may use their own quote forms instead of Cost Proposal and break down costs as they see fit. Award will be based on lowest overall bid, not including optional add-ons.

Description	Cost
Steel picket fencing, slide gates, posts, hardware and installation that met the specifications	\$

OPTIONAL ADD-ONS

Description	Cost
Smart video intercom control access panel (or similar access control panel)	\$
Industrial slide gate operator	\$

TERMS & CONDITIONS

Bidder can include, but are not required to, any terms & conditions that they would like to have considered. Terms & Conditions could include payment breakdown timeframes. ALL Terms & Conditions are subject to approval of SAMS Academy and MUST follow New Mexico Procurement Code.

SPECIFICATIONS EXCEPTION FORM

SPECIFICATIONS EXCEPTION FORM

NOTE: YOUR BID SHALL BE REJECTED IF YOU DO NOT SIGN AND SUBMIT THIS PAGE

Bid on materials, supplies, or equipment, specialized services, etc., with varying specifications may be considered by SAMS Academy. 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.



I do meet specifications:

Signature

Exceptions are as stated:

Signature

COMPLIANCE

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your bid or your bid may be rejected.

CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to SAMS Academy in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of SAMS Academy (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 SAMS Academy 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 SAMS Academy 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.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? **YES** Initials of Authorized Representative of 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 SAMS Academy Director of Operations 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/they has read the above CONFLICT OF INTEREST, NONCOLLUSION and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify

compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Date _____

Name of Person Signing (typed or printed) _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/State: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE INVITATION TO BIDS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: _____

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____	_____	_____
Signature	Date	Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

_____	_____	_____
Signature	Date	Title (Position)