



**ALBUQUERQUE PUBLIC SCHOOLS**

Winston Brooks

SUPERINTENDENT

Procurement Division  
*Expect Great Things!*

Mark Heckart, CPM  
EXECUTIVE DIRECTOR/PROCUREMENT OFFICER

**October 27, 2014**

**Bid:** 14-035DD-AM Air Filters & Services

**DATE:** November 11, 2014

**TIME:** 10:00 a.m.

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

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

**CONTACT:** Diana M Duran, District Buyer  
**diana.duran@aps.edu** (505) 878-6122

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

acm

AN EQUAL OPPORTUNITY EMPLOYER

ALBUQUERQUE PUBLIC SCHOOLS  
PROCUREMENT DIVISION  
6400 Uptown Blvd. NE, Suite 500 East  
Albuquerque, NM 87110  
Office 505.878.6122  
Fax 505.830.1161

**GENERAL INFORMATION**

**Purpose:** The Albuquerque Public Schools (APS) invites you to bid on Air Filters and Services in accordance with the specification herein.

1. **Preparation of Bids:** Each bid must be submitted to include the bid submittal form (Attachment A). Corrections shall be initialed in ink by person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid.
2. **Instructions for Bid Submittal Response:** Include the manufacturer name and the percentage of discount from list being offered for air filters and a fixed cost for the filter replacement service (see example on attachment A). If additional sheets are required please copy as to use the same format.

Bid response **must** be submitted with one (1) complete paper copy of the bid along with an electronic (CD) of pricing structure (attachment A). Include one (1) copy of the current price list/catalog from which discount applies. All price lists/catalogs must indicate the bidders name and contact information. New price list(s) must be supplied to APS as they become available and will go into effect when accepted by the Procurement Officer.

3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. The district 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.
4. **Familiarity with Conditions:** 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 time for conditions which can be determined by examining the site location and the proposed bid documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations, and tests and has made provision as to the cost thereof in his bid.

Submit all questions regarding this Request for Bid (RFB) to the District Buyer listed below. Include 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.

**POINT OF CONTACT:** *Diana M. Duran, District Buyer, APS Procurement Division 6400 Uptown Blvd. NE Suite 500 East Albuquerque, NM 87110 telephone (505) 878-6122 fax (505) 830-1161 e-mail: [diana.duran@aps.edu](mailto:diana.duran@aps.edu)*

5. **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.
6. **Award Protest:** Bidders may appeal the award decision by submitting a written protest to the Procurement Director within fifteen (15) calendar days after the notice of award. The protest letter must contain a statement of the basis for the challenge.
7. **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.
8. **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.
9. **Purchase Order and Invoice Process:** A formal purchase order will be issued to the vendor by the Procurement Division. Requesters must submit their request for purchase requisition electronically and undergo the approval process. Once their requisition has been approved the Procurement Division will issue a formal purchase order to the vendor. Requisitions are **NOT** approved purchase orders and must not be accepted as a request to purchase. Verbal orders are not binding on behalf of the District and deliveries made or work performed without a formal purchase order are at the risk of the seller and may result in an unenforceable claim.

Itemized invoices must clearly indicate the appropriate PO number, ship to location and must be submitted to the following address:

APS Accounts Payable Department  
P.O. Box 25704  
Albuquerque, NM 87125  
Telephone (505) 880-2566  
Fax (505) 880-3660

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.

**GENERAL TERMS AND CONDITIONS**

1. **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 product(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 Price Agreement 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.*

2. **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.
3. **Award:** Award will be issued to the bidder who is the most beneficial provided that all other requirements are satisfactorily met. However, consideration will be given to delivery, references, and warranty information. The Albuquerque Public Schools reserves the right to award this bid to multiple bidders, or all to one bidder, whichever the District deems to be in its best interest, discounts and other factors considered.

Upon award, APS will issue a price agreement (PA) which will be in effect for the duration of the contract. This PA number must appear on all correspondence such as quotes and invoices. Any contract issued as a result of this solicitation shall be in effect for a period of one (1) year upon award. Contingent upon funding and mutual agreement of the parties, contract may be renewed for an additional three (3) years, one year at a time. Total term of the contract shall be no more than four (4) years, except in the event that a temporary extension may be required for coverage during the bidding phase of a new RFB. Any outstanding orders at the time of termination shall be filled by the original contractor but without unduly prolonging the RFB process.

The District also reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the District. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders."

Please note that APS does not guarantee any dollar amount or volume. Once awarded, any contract issued as a result of this solicitation will be the final expression of the agreement between the parties and may not be altered, changed or amended except in writing. The contract between APS and the successful bidder shall be deemed to contain the terms and conditions of this request for bid, unless expressly stated otherwise in writing.

4. **Brand Name:** Brand names as may be noted are for bidders' reference as to the level of quality of characteristics desired. This is not a preference or an endorsement on the part of APS.
5. **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 issued by APS to the contractor and shall bind the contractor to the terms of the Contract Documents.
6. **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.
7. **Assignment:** Neither party of the Contract, shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the District.
8. **Cancellation:** Documented 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.
9. **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.
10. **Price List Changes:** All requests for price changes must be submitted in writing and approved by the Procurement Division within thirty (30) days of such notice. Any changes not approved by the Procurement Division will not be honored. Product on backorder will be honored at the PO price and will not be affected by any price increases. The new manufacturer's list(s) must be furnished with such request.

In an effort to keep up to date on the latest products, sales, discounts, specials, Contractor(s) should update their product for the purpose of introduction of new or replacement air filters and services. Contractor may request permission to add new products and services to an awarded contract, provided such products and services are within the scope of work as defined within this RFB. Such amended pricing must be mutually agreed upon by APS and the contractor and will generally be in agreement with the original pricing structure.

**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 the signature pages) and submit as Bid #2. Each bid must be stand alone and comply with the terms and conditions of the contract.

11. **Order Status Information:** A quarterly status/tracking report will be required as a result of any contract award. Evidence of the manufacturer's scheduled ship dates must be submitted to the District on a timely basis. All bidders must include a sample report with their bid. **Failure to furnish this data may result in the rejection of your bid.**
12. **Warranty:** All bidders must guarantee full satisfaction of their products' use. All bidders must include technical and warranty information with their bid. Please include fire resistant ratings that apply for materials. Literature and technical data are necessary evaluation tools. Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best preferred warranty. Bidder must include a letter of endorsement issued by the manufacturer's representative for the manufactures they represent. **Failure to furnish this data may result in the rejection of your bid.**
13. **Contractors Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

Insurance Type	Coverage Limit
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired and Non-Owned)	\$1,000,000 per occurrence or more Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

Certificates of Insurance for all of the above insurance shall be filed with the Albuquerque Public Schools Procurement Division.

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

14. **Campaign Contribution Disclosure Form:** Bidder **must** complete, sign, and include the Campaign Contribution Disclosure Form with their response.
15. **Resident Veterans Preference Certificate:** Bidder must complete, sign, and include the Resident Veterans Preference Certificate with their response **(if applicable)**.

## **SPECIFICATIONS AND PRICING**

1. **Scope:** Products purchased as a result of this request for bid will furnish the District with Air Filters and Services. A variety of these filters will be installed at various school and administrative sites throughout the district. The cost of these filters and replacement charges averaged approximately one-hundred and sixty eight thousand dollars per year.

APS is not limited to the air filters and or replacement costs represented in attachment A submittal response form. Please include full product lines that represent each manufacturer. APS reserves the right to add air filter products within each category or add additional categories not listed in the response form. APS also reserves the right to add new products as they become available.

2. **Environment:** APS is the nation's 24th largest school district covering a 1200 square mile area that encompasses all of Bernalillo County. District Central Offices are located at City Center, 6400 Uptown Blvd, NE in Albuquerque, with other administrative and support functions located throughout the city. Enrollments at the District's 120+ schools for the 2014-2015 school year topped 90,000 students. With more than 14,000 employees, APS is also the largest employer in the Albuquerque area.
3. **Pricing Structure:** Bid price must be specified as a percentage off the manufacturer's suggested retail price list/catalog. Discounts will be applied to the price list/catalog price of most recent issue submitted and on file in the Procurement office. "Price List" is defined as that which is regularly maintained by the manufacturer and is published or otherwise available for inspection by a customer. List prices must be standard in the trade and in common use for either the vendor's general clientele or comparable government accounts. Prices artificially derived for APS will not be acceptable. List(s) will be allowed to change as may be standard in the industry but the discounts will remain firm. Consider multiple deliveries as well as broad geographical distance in your pricing structure.

**All price lists and catalogs must include the bidders name and contact information.** Successful bidder(s) shall supply additional price list(s) as required by APS. New price list(s) must be supplied to APS as they become available and will go into effect when accepted by the Procurement Officer

In an effort to keep up to date on the latest products, sales, discounts, specials, Contractor(s) should update their product for the purpose of introduction of new or filters and or services. Contractor may request permission to add new products and services to an awarded contract, provided such products and services are within the scope of work as defined within this RFB. Such amended pricing must be mutually agreed upon by APS and the contractor and will generally be in agreement with the original pricing structure.

4. **Technical Specifications:** 1" Air Filter media shall be 1" cotton/synthetic pleated blend in a moisture resistant and fire resistant and fire retardant frame using ASHRAE Test standard 52-76. Underwriters Laboratories rated as Class II (2). The frame shall be a one-piece (not taped or stapled together) rigid beverage board or chipboard with support grilles of perforated, corrosion resistant steel on the discharge air side. The media and support grilles shall be bonded around the perimeter of the filter frame.

The filter shall have an efficiency of 40% minimum, per ASHRAE Test standard 52-76. The filter shall have an arrestance of 90-92% minimum. It shall have an initial resistance of .07" W.G. (500 FPM). It shall have a final resistance of 1" W.G.

The filter media area for a 1" thick pleated filter shall have 1.6 square feet for 1.0 square feet of face area with a minimum of 14 pleats per linear foot.

The 1" filters must be capable of being operated at varying velocity up to 500 FPM standard air flow. The initial resistance for a 1" filter shall not exceed .2" W.G. (300 FPM).

**2" MEDIUM EFFICIENCY PLEATED DISPOSABLE AIR FILTERS:** Filter shall be 2" thick, medium efficiency, pleated type. The filter media material shall be non-woven cotton/synthetic pleated blend.

The media frame shall be a one-piece (not taped or stapled together) moisture resistant, rigid leaving air side of each pleat. The media shall be laminated to an expanded metal grid on the leaving air side with a free opening of not less than 96%.

The filter shall be listed by Underwriters Laboratories as a Class II (2). The filter shall have an efficiency of 40% minimum, per ASHRAE Test standard 52-76. The filter shall have an arrestance of 90-92% minimum

The filter media area for a 2" thick filter shall have 4.2 square feet for 1.0 square feet of face area with a minimum of 14 pleats per linear foot.

The 2" filters must be capable of being operated at varying velocity up to 500 FPM standard air flow. The initial resistance for a 2" filter shall not exceed .2" W.G. (300 FPM). 2" filters, actual size, not to exceed 1 3/4".

5. **New Mexico Resident Bidding Preferences:** The following two preferences may be used if applicable for a bidder's response. Please note that these two preferences are not cumulative.

#### **VETERANS PREFERENCE**

Policy date effective July 1, 2012.

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

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



This preference is separate from the current instate preference and is not cumulative with that preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded. All public solicitations must contain the attached "Resident Veterans Preference Certification". Also, please attach vendor preference certificate to your bid response.

## RESIDENTIAL PREFERENCE

Policy effective January 1, 2012

## GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES

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

6. **Shipping Terms:** All pricing after discount must be F.O.B. destination including cost, insurance, and freight. F.O.B. destination shall be interpreted as final site as specified by APS. ***BIDDER OWNS GOODS DURING TRANSIT.*** Special shipping and handling charges e.g. UPS Blue label and the like when specifically requested by APS may be added at exact cost to the invoice.
7. **Delivery:** All packages, cartons or other containers must be clearly marked with ship to address, packing slip listing contents, and the number of boxes on the shipment and a valid purchase order number. ***Shipments without a packing list and valid PO number will be refused and returned to the vendor at their expense.***
8. **Return Policy:** Describe your company's return policy. Indicate any incurred costs associated with a return.
9. **Defective Product:** All returns for defective or damaged air filters under warranty will be the responsibility of the successful bidder. This includes packing and return freight charges to the manufacturer. The recipient shall determine their preference to return the defective product for a replacement of equal value or have it returned for a full refund. Either transaction must be completed within forty-five (45) calendar days.
10. **Local Warehouse Information:** Warehouse storage may be required for projects pending completion. Local warehousing will facilitate prompt response times for these projects. Please describe the available warehouse space (square footage), location, and any storage fees that may apply. If no local warehouse space is available please indicate the lead time for shipments from an out of town facility.

**VENDOR NAME:** \_\_\_\_\_

**Bid Submittal:** Provide the following information regarding your company and include with your bid response. APS reserves the right to request additional information as necessary.

**1. Contract Designee:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICE PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

(Please notify APS if contract designee changes. Upon award failure to notify APS may result in cancellation of contract.)

**2. Special Quotation/Reference/Account Number:** (If applicable, indicate type and number.)

\_\_\_\_\_

**3. Order Address: (Mailing address for orders)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. Remit Address: (Mailing address for payments)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Federal Identification No.:**

\_\_\_\_\_

6. **Minimum Order/Delivery amount per order to qualify for discount: (If applicable.)**

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7. **Miscellaneous Charges:** (i.e. small order charge, surcharge, etc. Please specify name of charge and amount or percentage.)

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8. What is your average lead-time after receipt of order (ARO)? \_\_\_\_\_ days.

9. **Describe your Return Goods Policy:** Indicate any restocking fees for returns and or exchanges. Include any freight charges that may apply.

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10. **Air Filter Replacement:** It is required that most orders will be delivered, and replaced with all packing materials removed and disposed of. APS Maintenance & Operations Department manages a computerized database that will issue work order schedules on an as needed basis or according to seasonal obligations. All work performed must be under the supervision of a N.A.F.A. certified technician. Please acknowledge below and include certifications with your response.

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11. **Additional Services:** Please include other services your company provides that relates to Air Filter Replacement and any related charges.

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12. **Warranty:** Specify your warranty period and include a current copy.

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13. Do you as a manufacture or the manufacturer's distributor accept financial responsibility for shipping defective product (still under warranty) back to the manufacturer for replacement?

Yes \_\_\_\_\_ No \_\_\_\_\_

14. Add any other information regarding ordering procedures that has not been discussed that you wish to have considered.

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15. Does your company have a buyer's guide or catalog available on disc format? If so, please include one copy with your bid and briefly explain the information included (i.e. catalog number, description, page number, etc.).

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16. **Product Safety:** Bidder must include all Material Safety Data Sheets related to the products being offered. Please acknowledge below and include certifications with your response. Failure to do so may result in your bid being deemed non-responsive.

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**WAREHOUSING OR STORAGE OF APS PRODUCT**

- 1. Define in square feet, warehouse storage space available.

\_\_\_\_\_

- 2. Address of your warehouse. \_\_\_\_\_

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- 3. In relationship to warehousing undeliverable items, will APS be charged storage and/or handling fees beyond a scheduled date? (This may occur during times schools are not in session and/or during construction/remodel of schools.) If so, define the rate structure.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUBMITTAL**

- 1. I certify that I have read and understand the information and conditions set forth in this bid.
- 2. I have enclosed or submitted under separate cover one (1) as required by this bid.
- 3. I have specified the warranty period and procedure.
- 4. I have enclosed the signature page.
- 5. I fully understand that orders will be placed by the Procurement Department. Schools and or Administrative Office are not allowed to place verbal orders without an approved purchase order issued by the Procurement Division.

\_\_\_\_\_  
**Name (Typed or Printed)**

\_\_\_\_\_  
**Title (Typed or Printed)**

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

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature Title (Position) Date

**--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 Title (Position) Date

## 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.



## Bid No. 15-035DD-AM Air Filters and Services

### ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION

#### TERMS AND CONDITIONS

##### Preparation of Bids

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

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

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

##### General

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

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

##### Award

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

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

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

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

## Bid No. 15-035DD-AM Air Filters and Services

on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

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

### **Patent Indemnity**

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

### **Warranties**

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

### **Inspection**

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

### **Assignment**

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

### **Non-discrimination**

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

### **Changes**

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

### **Kickback Statement**

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

### **Termination**

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

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

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

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or

Bid No. 15-035DD-AM Air Filters and Services

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: \_\_\_\_\_

Name of Authorized Representative: (Please print legibly) \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

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

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

