



**ALBUQUERQUE PUBLIC SCHOOLS**

Procurement

® Accelerate Progress for Students

Winston Brooks  
SUPERINTENDENT

Mark Heckart, C.P.M.  
EXECUTIVE DIRECTOR

September 18, 2014

**BID NO:** 15-022SC-SL Asbestos Training

**DATE:** October 7, 2014

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

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

**(Due to elevator replacements, please allow appropriate time for delivery to the Procurement Department location before the deadline time and date from April 21 – September 21, 2014.)**

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

**CONTACT:** Steven L. Carpenter, Senior Buyer  
[carpenter\\_st@aps.edu](mailto:carpenter_st@aps.edu) (505) 878-6121

**SPECIAL INSTRUCTIONS:** Complete RFI 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.

sls

INFORMATION FOR BIDDERS

1. Intent: To establish unit prices for Asbestos Hazard Emergency Response Act training courses.
  
2. Bid Documents: The bidding documents included in this packet and listed below constitute the Contract Documents. The bidder's signature signifies full understanding of the terms of the Contract Documents and agreement to perform the work under these terms if awarded the contract. The award shall be made by a price agreement contract issued by APS to the contractor and shall bind the contractor to the terms of the Contract Documents.
  - Information for Bidders
  - General Operating Procedures
  - Technical Specifications
  - Pricing
  - Terms and Conditions (Signature pages)
  - Conflict of Interest
  
3. Preparation of Bids: Each bid must be submitted on the prescribed form. Any blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids. Bids not signed will be considered as non-responsive and rejected.**
  
4. Receipt and Opening of Bids: Bids must be prepared and submitted in accordance with the provisions hereof. The owner reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

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

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

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

6. Familiarity with Conditions: Clarification of bidding procedures for this contract may be made by contacting Steven Carpenter at the APS Procurement Office, telephone (505) 878-6121; clarification of the technical aspects of this contract may be made by contacting Van Lewis, APS Environmental Manager, telephone 765-5950, ext. 324. Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in

this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining the site location and the proposed contract documents.

Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and tests and has made provision as to the cost thereof in his bid.

7. Records: Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
8. Conditional Bids: Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
9. Awards: APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS. Bid award will be made to the low responsible bidder taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any relevant factors. It is the responsibility of the bidder to inquire as to bid results and the status of any subsequent award(s). Multiple awards may be made to ensure adequate coverage of services or as may be in the best interest of the district.
10. Cancellation: Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.  
  

APS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.
11. Contract Modification: No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

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

12. Protest: Any Bidder, offeror, or contractor who is aggrieved in connection with procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrence giving rise thereto.
13. 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 kick-backs.
14. Promotional Gifts and Activities: APS policy prohibits the distribution of jackets, shirts, caps or any other clothing items with the company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
15. Insurance: The contractor shall at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed:

Workers' Compensation Insurance: As required by the Labor Laws and the New Mexico Statutes.

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

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

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

General Liability Insurance shall be provided with the following limits.

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

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

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

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

damage including completed operations, personal injury

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

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

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

Successful contractor must furnish proof of coverage to the APS Procurement Officer prior to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department. The Contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed.

16. **Taxes:** APS holds a Class 9 Non-Taxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. This does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.
17. **Permits/Licensing/Fees:** It is the contractor's responsibility to secure in a timely manner and pay for all necessary permits (including barricading permits) required by a particular job, as applicable. The exact cost of approved job permits will be reimbursed by APS. Add to invoice as a separate, documentable item. APS does not pay for business licenses, contractor licenses etc. or renewals of same, memberships in professional affiliations and similar costs of doing business which are the contractor's obligation to secure and maintain. The cost of all bonding will be paid by the contractor and will not be paid by APS

### **GENERAL OPERATING PROCEDURES**

1. **Contract Time:** The duration of this contract shall be 52 weeks following award of the contract. At the completion of the 52-week period, this contract is subject to review and may be extended for an additional 2 (two) 52-week periods, one 52 week period at a time, contingent upon funding and subject to the approval of both parties. It is emphasized that, regardless of termination date, any unfinished project will be carried to completion by the same contractor, but without unduly prolonging the process. APS also reserves the right to extend the contract on a short-term basis if a replacement contract is still in process or has not yet been awarded. Price adjustments will be allowed once a year as the contract comes up for renewal. APS will at no time pay more than your best rate for your most favored client at the same level of service for the

same period.

2. **Work Request(s); Not Defined in Scope of Work:** Contractor shall be held accountable **NOT** to perform work requests which are clearly beyond the defined scope of work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations, including proceeding without the prior approval of APS' authorized contact for any project, may become the personal liability of the individual(s) involved.
3. **Purchase Order and Invoicing Procedures:** Following bid award, a Price Agreement (PA) will be issued to the successful bidder(s) on all awarded bid materials for the duration of the contract.

The offeror(s) awarded the contract will submit itemized monthly invoices to the APS Environmental Management, Attention: Van Lewis, 915 Locust SE, Albuquerque, NM 87106. Each invoice must clearly reference the blanket purchase order number and be submitted in duplicate. The invoices should be submitted at the start of each month for training classes/services provided the previous month.

While APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property, it does not apply to services rendered as part of this bid. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes as a result of this work. Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.

4. **Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance 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.
5. **Qualifications:** Bid will be evaluated for compliance with federal, state, city, county or other applicable regulations of this bid. **Submit copies of current documentation which verifies your certification by the Environmental Protection Agency (EPA) as a training provider fully qualified to meet the requirements of this bid.**

**Also, please provide a listing along with accreditations/certifications of specific employees that may be assigned to APS training. (Attach copies of all licenses/certifications or accreditations to employee listing)**

## **TECHNICAL SPECIFICATIONS**

### **SCOPE OF WORK**

Albuquerque Public Schools is requesting bids to establish a contract to provide ongoing Environmental Protection Agency (EPA) approved training courses which are required to meet compliance regulations of the Asbestos Hazard Emergency Response Act (AHERA). The APS Environmental Management Department oversees the District's program for the AHERA which includes management plans, training, abatement, project management and the operations maintenance. In addition to the asbestos program, this department also manages areas of water quality, waste water treatment, radon and indoor air quality assessments.

Services will be generally on demand as training is required for refresher courses or new employees. Courses must be offered locally and will involve maintenance personnel, facilities personnel, asbestos inspectors, Project Designers, management planners, abatement workers and supervisors/designees. These attendees will be responsible for their own transportation to the training site.

The successful contractor must provide adequate well-lighted classroom space which will comfortably accommodate the class load. There must be restroom facilities on the premises. Courses which will last more than one day will be scheduled on consecutive days unless otherwise specified by APS.

The cost of the course shall be complete to include the instructor(s), all instructional materials, and examinations and associated administrative costs.

The training institute shall be approved by the Environmental Protection Agency as a training provider. It shall be fully certified and accredited during the life of the contract. If for any reason, the certification/accreditation shall be lost or withdrawn by the EPA or any other applicable governing body, this contract will be declared null and void.

### **Submittals:**

- EPA Certification
- Employee Listing w/credentials
- Insurance Certificate
- Price List

**References:** provide three (3) current references on accounts in the Albuquerque region for which you provide services comparable to APS requirements. Contact name, address and telephone number are required.

PRICING STRUCTURE

APS reserves the right to add additional courses to the contract from time to time and during the life of the contract, there may be other classes which will be required or additional hours needed for certification, etc. Pricing will be mutually agreed upon based on comparable courses, length of course, complexity or any other pertinent criteria. It is intended that the contract "keep up" with the industry.

Price adjustments will be allowed once a year only as the contract comes up for renewal. APS will at no time pay more than your best rate for your most favored client at the same level of service for the same period.

APS holds a Class 9 Tax Exemption Certificate which does not apply to professional services. Contractor will be responsible for payment of New Mexico Gross Receipts Tax (NMGR) and any other taxes due as a result of this contract. Tax rates will fluctuate as determined by law and will be paid to the contractor by APS. All invoices will state the applicable fee or rate plus the current tax added as a separate line item with a grand total clearly set forth. Therefore, do not include tax in your fee structure.

Billing will be the same as quoted in the BID and in the same increments. APS will issue the successful contractor a Price Agreement (PA) which shall bind the parties to the terms of this solicitation and allow for repeated purchases during the life of the contract.

Invoices will reference the PA number and will be sent to the attention of Van Lewis, Manager of the Environmental Management Department at 915 Locust Street SE, Albuquerque, NM 87106: Invoices will be specific as to dates and services performed. APS preference is for monthly billing or upon course completion. By law, APS can be assessed interest charges at a rate of 1 1/2% per month on any unpaid balance which exceeds 60 days.

Estimates are not a commitment to purchase. The intent is to provide the prospective contractor with an idea of Present contract activity. Please enter your prices on Attachment A (see page 10) for year one of the contract. These figures will be used as the base for subsequent year renewals if a price increase is requested present contract activity. Please enter your prices on Attachment A (see page 10) for year one of the contract. These figures will be used as the base for subsequent year renewals if a price increase is requested.

**New Mexico Resident Bidding Preferences:** There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these 2 preferences are not cumulative.

**VETERANS PREFERENCE**

Policy effective July 1, 2012.

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

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



This preference is separate from the current 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.

VENDOR NAME \_\_\_\_\_

**ATTACHMENT A**

<b>Estimated Employees To Be Trained</b>	<b>Course Required</b>	<b>Maximum Class Size</b>	<b>Cost/ Person</b>
10	Maintenance Personnel Operations & Maintenance Course (16 hours)	_____	\$ _____
1	Asbestos Inspector Course (Initial)	_____	\$ _____
1	Management Planner Course (Initial)	_____	\$ _____
2	Worker Course (Initial) (32 hours)	_____	\$ _____
4	Asbestos Contractor/ Supervisor (Initial)	_____	\$ _____
1	Project Designer Course (Initial)	_____	\$ _____
1	Asbestos Project Monitor NIOSH 582 equivalency	_____	\$ _____
60	Asbestos Awareness (2 hour)	_____	_____
40 -150	Annual Refresher, Maintenance Personnel Operations & maintenance Course ( _____ hours)	_____	\$ _____
9	Annual Refresher Course for Asbestos Inspectors	_____	\$ _____
4	Annual Refresher Course for Management Planners	_____	\$ _____
2	Annual Refresher Course for Asbestos Abatement Workers	_____	\$ _____

VENDOR NAME \_\_\_\_\_

<u>Estimated Employees To Be Trained Annually</u>	<u>Course Required</u>	<u>Maximum Class Size</u>	<u>Cost/Person</u>
30	Annual Refresher Course for Asbestos Contractors/ Supervisors	_____	\$ _____
2	Annual Refresher Course for Asbestos Project Designer	_____	\$ _____
8	Hazmat Refresher	_____	\$ _____

Courses not specifically mentioned that you provide:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Resident Veterans Preference Certification**

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

**Please check one box only**

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

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

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

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

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

"In conjunction with this procurement and the requirements of this business" application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
Signature of Business Representative) " (Date)

Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

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

**CONFLICT OF INTEREST**

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

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_

\_\_\_\_\_ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

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

## ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION

TERMS AND CONDITIONSreparation 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.

eneral

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

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

award

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

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

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

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

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

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

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

acking, Shipping and Invoicing

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

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

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

atent 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.

arranties

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

**Inspection**

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

**Assignment**

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

**Non-discrimination**

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

**Changes**

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

**Kickback Statement**

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

**Termination**

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

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

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

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

**Contingency**

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

**Other Applicable Laws**

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

**Non-Collusion**

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

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

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

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

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

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

Address \_\_\_\_\_

\_\_\_\_\_

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

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

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

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