



ALBUQUERQUE PUBLIC SCHOOLS

**Invitation to Bid: 17-027MG-KM
Athletic Equipment and Related Goods**

BID DUE TIME AND DATE: November 8, 2016 @ 2:00 PM (LOCAL TIME)
PURCHASING CONTACT: Marilee P. Gallacher, SPSM at 505-878-6118
E-MAIL: Marilee.Gallacher@aps.edu

PHYSICAL LOCATION:
Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

OFFICIAL CONTACTS ONLY

This Bid contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See Page 4, Paragraph 7 of General Instructions of this document.

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GENERAL INSTRUCTIONS

1. **Sealed Bids** for equipment and related goods for general athletic, physical education and competitive sports will be received at the Albuquerque Public Schools Procurement Department no later than November 8, 2016 at 2:00 pm (local time).
2. To ensure proper identification and handling, the following information must be clearly labeled on the outside of the package: (1) Offeror's business name, (2) Bid number, (3) Bid title, (4) Opening date, and (5) Opening time. Bids must be addressed and delivered to one of the following addresses:

PHYSICAL ADDRESS:
(For Express Mail, carrier delivery or hand carry delivery)

Albuquerque Public Schools
ATTN: Procurement Department
6400 Uptown Blvd. NE, Suite 500 E
Albuquerque, NM 87110

USPS MAILING ADDRESS:
For First Class Mail (Allow an additional 2 days for APS internal delivery.)

Albuquerque Public Schools
ATTN: Procurement Department, Suite 500 E
PO Box 25704
Albuquerque, NM 87125-0704

3. It is the Bidder's responsibility to ensure the Bid arrives before the due date and time. Bidders are cautioned that "late is late". It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc.
4. Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept Bids electronically, by fax, or email. A hardcopy with original signatures must be submitted. Any and all Bids not received by the submission date and time shall be rejected.
5. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	10/17/2016
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	10/21/2016 @ 4:00pm (local time)
Submission of Bid	Bidder	11/8/2016 @ 2:00pm (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

6. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this Bid to be considered for an award.
7. Any inquiries or requests regarding clarification of this Bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of the District. Any contact with an APS Department or School may automatically result in a rejection of Bid. Any other communication will be considered unofficial and non-binding. Please note the last day for questions in the sequence of events above (#5).
8. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the Bid. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
9. It is the responsibility of every Bidder to ensure they have downloaded the latest version of each Bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement> then select "See Current Bids and RFPs") prior to the due date before submitting their Bid to Albuquerque Public Schools. **All addendums must be acknowledged in the submitted Bid.**
10. Bidders are to submit one (1) hard copy of their Bid with original signatures, and one (1) electronic copy. **For additional required items to be submitted with this Bid, see Technical Specifications, Paragraph 3, and Offeror Submission Form, Item 18.**
11. Each Bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the Bid. The hard copy may be bound in one of the following methods: 3-ring binder, comb binding, or stapled. NO Spiral binding.
12. No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.
13. APS may, in its sole discretion, extend the time for the submission of Bids upon a finding that it is in the best interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.
14. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"APS" shall mean Albuquerque Public Schools.

"Bidder" is any person, corporation, or partnership who chooses to submit a Bid.

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

"Contractor" shall mean successful supplier.

“Determination” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

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

“District” shall mean Albuquerque Public Schools.

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

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

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

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

15. Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted Bid and unless otherwise stated, specifications attached are the minimum requirements.
16. The District reserves the right in its sole discretion to waive minor informalities in Bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.
17. This Bid may be canceled or may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
18. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District.
19. The District reserves the right to award the contract to the responsible Bidder(s) submitting a responsive Bid with resulting agreements that are advantageous and in the best interest of the District. The District reserves the right to award contracts to multiple responsible Bidders to meet the needs of the District.
20. All costs incurred by a Bidder in connection with responding to this Bid, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.
21. This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.

22. The Bid will be awarded to the lowest responsible and responsive Bidder(s) that meets or exceeds the specifications/scope of work outlined in the Bid Documents. Albuquerque Public Schools reserves the right to the sole judge to determine “meets or exceeds”.
23. The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.
24. The contents of the Bid will be available to the public at Bid opening. The Procurement Department will not disclose or make public any pages of a Bid on which the Bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
25. Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
27. APS will not select from multiple offers on a single document. If Bidder offers more than one brand/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 a 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 stand alone and comply with the terms and conditions of the contract. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.
28. The Bid price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the Invitation to Bid. The Bid price shall be valid for 60 days after opening.
29. APS reserves the right to negotiate pricing with successful Bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.
30. In the event APS receives comparable pricing structures and list prices in the same categories, then APS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.
31. Albuquerque Public Schools reserves the right to award by item, group of items, or total Bids; to reject any and all Bids in whole or in part, if it is in the best interests of Albuquerque Public Schools. Additionally, the District reserves the right to reject any or all Bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the Bidder.

32. The District reserves the right to increase or decrease the quantity of any item called for, add additional related items as the District deems necessary, or to eliminate any item entirely.
33. 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 of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
34. If this Bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Albuquerque Public Schools reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.
35. Any resulting purchases under the Bid will be made by Albuquerque Public Schools purchase order or procurement card. Quotes provided to Albuquerque Public Schools will be quoted as provided on the Invitation to Bid and will reference the Price Agreement number so verification of pricing can be made.
36. Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their Bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted Bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to enter into a four (4) year indefinite quantity contract with awarded Bidder(s). Please note, although this contract will be for the full term, price adjustments will be considered. See item 4 of this section, pricing escalation.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this invitation to Bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request. **Exception: See Terms and Conditions, Paragraph 28.**
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. An NTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this Bid is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The contractor may terminate this contract only if Albuquerque Public Schools fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and the District.
 - B. Termination by the District
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.

- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

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

9. **INDEMNIFICATION:** The Bidder shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Albuquerque Public Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

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

Bodily injury, each person, excluding medical and medically related expenses	\$400,000
Medical and medically-related expenses	\$300,000
Vehicle Bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, each occurrence	\$200,000

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

NOTE: Certificate holder shall be: Albuquerque Public Schools.

Certificate of Insurance forwarded to: Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

11. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools.
14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST:** By submitting a Bid, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
16. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).

19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.
23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
25. **PROTEST:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- I. State the reasons for the action taken; and
- II. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978)

26. **BIDDER ACKNOWLEDGEMENT**: By responding to this Bid, Bidder acknowledges and agrees to the terms and conditions set forth in this Bid and certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the Bid submitted to the District.
27. **BID PRICING**: See Technical Specifications, Paragraph 6.

TECHNICAL SPECIFICATIONS

1. **Intent:** APS invites you to Bid on an indefinite quantity contract for the purchase of athletic equipment and related goods to be used for general athletic, physical education, competitive sports purposes, to be supplied on demand. Specifications and requirements to follow.
2. **Authorized Requestors:** Although this contract is being Bid on behalf of the APS Athletic Department, all APS Schools and departments will be referred to the successful Contractor(s) in the event of requirements which can be adapted to the specific items awarded.
3. **Required Documentation for Bid Submittal:** Two (2) copies of the current Price List/Catalog from which discount applies, must be submitted with the Bid. Distribution of price lists will be made to the high schools through the APS Athletic Department.) If sent under separate cover, please note. The Contractor may submit price lists to middle and elementary schools as requested. **The Bidder shall agree that there will be no change in the discount during the term of the contract.** The successful Bidder(s) is required to supply APS Procurement Officer and the APS Athletic Department with new price list(s) as they become available. New price lists will go into effect when accepted by the Procurement Officer. Successful Bidder(s) shall supply additional price list(s) as required by APS.
4. **Quotes, Purchase Orders and Invoicing Procedures:** Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as orders are processed.

Itemized quotes, clearly referencing the appropriate Price Agreement (PA) number shall be submitted to the requesting school or department. The APS requestor shall use the itemized quote to create the Purchase Order. The Contractor shall not process any order without an authorized Purchase Order.

Itemized invoices, clearly referencing appropriate PA number and Bid number shall be submitted to the APS Accounts Payable Department, per the instructions on the Purchase Order. Contractor's invoicing must be easily verifiable and traceable to the contract. Product numbers, brands, models, etc. must be clearly defined. Contractor must also be prepared to furnish copies of price lists to the users as necessary. Invoices must include pricing structure as defined in the contract (list price and discount).

As a minimum, the following information must appear on all Delivery Tickets and Invoices:

- a. Price Agreement Number
 - b. Purchase Order Number
 - c. Location Number
 - d. Recipient's Name
5. **Order Placement:** Orders will be placed by the APS Procurement Department. A Purchase Order will be issued referencing the PA number. Do not accept telephone/facsimile orders from schools or departments. **APS will not pay for unauthorized purchases.**
 6. **Pricing:** Bid pricing will be indicated as a percentage of discount off the **manufacturer's suggested retail price list/catalog**. Discounts will be applied to the 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.

7. **List Price Changes:** Change of list price will be subject to the following conditions:
 - a. All requested changes must be in writing, addressed to the APS Procurement Officer and in well in advance of the requested revision. APS prefers at least a thirty (30) day notice. It will be the responsibility of the vendor to approach APS with the documentation of a need for price review. The new manufacturer's list(s) must be furnished with the request.
 - b. Changes must be standard in the industry and not unique to APS.
 - c. Price decreases as well as increases shall apply. If vendor's prices from the manufacturer are reduced for any reason, APS shall also receive the benefit of such reductions.
 - d. Price increases will not be retroactive to orders already in house or on back orders. Orders will be filled at the price that is in effect on the date of the receipt of the order, either verbal or written, by the vendor.
8. **Warranty/Guarantee:** All Bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Bidders will replace damaged items at no cost to APS. Warranty terms shall be stated where requested on the Bid and must be, as a minimum, the manufacturer's best preferred warranty.
9. **Delivery:** See Terms and Conditions, Paragraphs 17 and 18.
10. **Basis of Award:** Award will be made to the low responsible and responsive Bidder(s) who shall offer the deepest discount for comparable products. Offeror(s) may Bid any or all categories. APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.

Offeror Business Name: _____

OFFER SUBMISSION FORM

Provide the following required information regarding your company. No value will be assigned, but it will be a factor in determining the responsive and responsible Bidder(s). APS reserves the right to request additional information as necessary.

NOTE: Your Bid will be rejected if the following information is not provided.

- 1. **Contract Designee:** (Name of person assigned to APS account.) Include direct telephone number, extension if applicable, and email address. Notify APS if Contract Designee changes.

- 2. **Special Quotation, Reference Number or Account Number required to be included on Purchase Orders** (Optional. If applicable, specify type of number):

- 3. **Order Email Address** (Email address for Purchase Orders to be sent to; one email address only):

- 4. **Remit Address** (Mailing Address for Payments):

- 5. **Federal Identification Number** (Attached current W-9):

- 6. **Overall Catalog Discount:**

Offeror Business Name: _____

7. **Individual Price List Discount:** (Indicate product lines, manufacturer, sport, etc., which may be more or less than #6.) Disclose your authorized product lines or manufacturer in which you are the only authorized dealer. Add additional pages if necessary.

8. **Discount Exceptions:** (Indicate product lines, manufacturer, sport, etc., X or Y amount, or more pricing, freight items, etc.) **No exceptions for partial orders for matching existing stock.**

9. **Minimum Order/Delivery amount per order to qualify for discount, if applicable:**

10. **Miscellaneous Changes:** (i.e. small order charge, hazardous materials surcharge, etc.). Please specify name of charge and amount or percentage.

11. **Delivery:** Absorb all freight charges into the cost of the items. No freight charges are to be reflected on the invoices. No additional freight charges will be passed on to APS for vendor direct deliveries. **Before completing this section, see Terms and Conditions, Paragraph 17 and 18.**

Offeror Business Name: _____

12. APS may, on occasion, require inside delivery of equipment and related goods to a specific location. Can your company deliver athletic equipment and related goods inside a building?

13. Specify any exceptions and conditions that your company may require:

14. What is your average lead-time after receipt of an order?

15. What is your Return Policy? (Specify the return goods policy, restocking, exchanges, etc.)

16. APS PREFERS DISCOUNT BY TOTAL ORDER. Explain your discount procedures as it applies to your invoice (i.e. discount based on unit price, total extension of unit price, total order, etc.).

Offeror Business Name: _____

17. Add any other information regarding ordering procedures that has not been discussed, that you desire to be considered.

18. Does your company have a Price List in electronic form, such as a disc or jump drive? If so, please include the electronic copy with your Bid. Briefly explain below what is on the electronic copy (i.e. catalog numbers, descriptions, page numbers, etc.)

19. Does your company have an online catalog or a website? Indicate your capabilities and website address.

PRICING STATEMENT

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 equipment, materials, and supplies as required, within the time specified under the conditions imposed, and at the price indicated.

Signature of Authorized Representative: _____ Contractor's License #: _____

(If Applicable)

Type or print name of above: _____

Name of Firm: _____ Address: _____

Telephone No.: _____

Veterans Preference Certification No. (If applicable): _____

Contact information for Sales Department:

Contact information for POs/Invoicing/Etc.:

Name of Contact: _____ Name of Contact: _____

Telephone No.: _____ Telephone No.: _____

Email Address: _____ Email Address: _____

***** IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY APS PROCUREMENT. *****

**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 Bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of 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: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

RESIDENT VETERANS PREFERENCE CERTIFICATION

BID 17-027MG-KM ATHLETIC EQUIPMENT AND RELATED GOODS

_____ (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 \$3M 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 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.

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

BID 17-027MG-KM ATHLETIC EQUIPMENT AND RELATED GOODS

Please submit your completed Bid response, including the following items. Note that the requested information is mandatory and failure to submit them with your response will deem it non-responsive and will be disqualified. Check off and sign that items are included in your response to this Bid.

- Acknowledgement of Addendum(s), if applicable
- Offeror Submission Form, completed
- Pricing Statement, completed and signed
- Specification Exception Form, completed and signed
- Conflict of Interest Form, completed and signed
- Campaign Contributions Form, completed and signed
- Resident/Veteran Form, completed and signed
- Resident/Veteran Business Certificate, if applicable
- W-9, completed and signed
- Bid Submittal Requirements and Check List, completed and signed
- Electronic copy of all of the above
- Electronic copy of Price List(s)/Catalog, if available

(Signature)

(Date)