



Mark Heckart, C.P.M.
DIRECTOR/PROCUREMENT MANAGER

February 11, 2013

BID: 13-035GR-SL Chalkboards and Related Boards and Supplies

DATE: February 28, 2013

TIME: 2:00 p.m.

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

U.S. MAIL Albuquerque Public Schools
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.)**

CONTACT: Gustavo Rossell, District Buyer
rossell@aps.edu (505) 878-6125

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.

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CHALKBOARDS AND RELATED BOARDS AND SUPPLIES

INTENT: Albuquerque Public Schools (APS) invites you to bid on **Chalkboards and Related Boards and Supplies** in accordance with the attached specifications. Bid is for an indefinite quantity and for product only.

INFORMATION FOR BIDDERS

1. **Contract Documents:** The bidding information included in this packet and listed below constitute the contract documents. The bidder's signature signifies his full understanding and acceptance 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 herein.
 - Information for Bidders
 - General Terms and Conditions
 - General Conditions
 - General Requirements
 - Specifications and Pricing
 - Bid Submittals
 - Terms and Conditions (Signature Page)
2. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by 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 the bid. Bids not signed will be deemed non-responsive and will be rejected.**
3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS 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 that 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.

4. **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 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

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INFORMATION FOR BIDDERS CONTINUED

law applies to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Gustavo Rossell, District Buyer, telephone number (505) 878-6125; clarifications of technical aspects may be made by contacting APS Maintenance & Operations, Benny Garcia, telephone number (505) 765-5950, ext. 215. **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 current work requirements 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 analysis, and has made provision as to the cost thereof in his bid.

6. **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
7. **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 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 separately, and sealed, s Bid # 2. Each bid must stand-alone and comply with the terms and conditions of the contract.
8. **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.
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 and responsive bid taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.**

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INFORMATION FOR BIDDERS CONTINUED

10. **Tax Requirements:** APS holds a Class 9 Tax Exemption Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request.
11. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement issue may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
12. **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. If your company is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3724.
13. **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.
14. **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 two preferences are not cumulative.

I) Veteran's 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.

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

All public solicitations must contain the attached "Resident Veterans Preference Certification"; complete, sign and submit this form with your bid. Additionally, attach copy of Resident Veterans Preference Certification, received from NMTRD, to your bid response or your bid will not be permitted the preference discount. The Resident Veterans Preference Certification represents and constitutes a material representation by the business that is subject to protest and may result in denial of an award or equal award of the procurement involved if the statements are proven to be incorrect.

II) Residence 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 to be permitted the preference discount.

GENERAL TERMS AND CONDITIONS

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s) specified.

No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed. Issuance of a PA will be considered sufficient notice of acceptance of contract. A Price Agreement (PA) issued as a result of this Bid (or RFP) has no dollar value associated with it and there are no guarantees that APS will require services or goods under the PA. The PA is an agreement on terms and conditions and pricing for possible future procurements based on the needs of APS during the contract period.

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 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.

Albuquerque Public Schools reserves the right to return chalkboards, corkboards, tack boards, white boards, or related material which does not meet specifications indicated in bid at bidder's expense. Bidder guarantees that chalkboards, corkboards, tack boards, white boards, and related material delivered are standard, new, and regular stock.

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

GENERAL CONDITIONS

1. **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 Division.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given 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.

2. **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 prorate 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.

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. Actual quantities of award materials requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PA. Delivery shall be ticketed separately, showing the APS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the material(s), and employee number. Initials only are not acceptable and will not be processed for payment.

All itemized invoices must clearly reference appropriate bid pricing, item number, and PO number and shall be submitted to the order-issuing department for compliance. The order-issuing department will then forward invoices to APS Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 880-2570 for payment.

When applicable, final invoice for each delivery shall be accompanied by all required guarantees, releases of lien, and/or other submittal required by the contract.

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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 over sixty (60) days in arrears at the rate of one and one-half (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 payment schedule will be 30-45 days.

GENERAL REQUIREMENTS

1. **Scope of Work:** The purpose of this bid is to establish pricing for an indefinite quantity of chalkboards, corkboards, tack boards, whiteboards, and related supplies from authorized companies for product on demand. Orders will be placed as needs develop. There may also be some walk-in trade. Walk-in trade does not require the issuance of a purchase order to purchase chalkboards, corkboards, tack boards, whiteboards, and related materials. A Price Agreement (PA) number referencing the awarded contract will be sufficient. APS personnel must show current identification, sign and print name with employee number on documentation. APS will not pay for unauthorized purchases. In the event chalkboards, corkboards, tack boards, whiteboards, and supplies specified are discontinued and/or replaced during this time period, APS may wish to purchase replacement model at the same price or negotiate a percent of the price increase. **PLEASE DO NOT BID UNLESS YOU HAVE AUTHORIZATION TO SELL CHALKBOARDS, CORKBOARDS, TACK BOARDS, WHITE BOARDS, AND RELATED SUPPLIES IN THE STATE OF NEW MEXICO AND ARE A LEGITIMATE REPRESENTATIVE OF THE ITEMS REQUESTED.**
2. **Contract Period:** Any contract issued as a result of this solicitation will be in effect for a fifty-two (52) week period after date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended for up to two (2) additional fifty-two (52) week period, one year at a time. Price escalation will be considered for the renewal periods only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market condition related to the Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Contractor may decline with no penalty and APS will rebid.

Although this contract is being bid on behalf of APS Maintenance & Operations, individual schools/departments will be referred to the successful Contractor in the event of requirements that can be adapted to the specified items awarded. Other publicly-funded school districts may piggy-back off this contract with prior consent of vendor.

Pricing: All pricing will 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 IN TRANSIT.**

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Vendor agrees to extend pricing to all New Mexico publicly funded entities in the event of requirements that can be adapted to the specified items awarded.

3. **Minimums:** Specify if your company will impose any minimum order in either product or in dollars.

What is your minimum order? _____

4. **Delivery:** Prompt delivery is of the essence and may be a factor in determining the successful bidder; therefore, delivery time after receipt of order must be stated in definite terms.

The majority of the orders placed will be delivered to APS Maintenance & Operations Warehouse facility at 919 Locust SE, Albuquerque, New Mexico 87106, telephone number (505) 765-5950, Ext. 218 or Ext. 300 in quantities requested by APS Maintenance & Operations Department personnel on an "as needed" basis. Emergency orders may also be required. Delivery may also be required to the job site. All are within the general metropolitan area.

Delivery time quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative bidder will be assigned at the discretion of APS.

What is your current lead time after receipt of order?

Standard Stock Items: _____

Product requests that require special fabrication? _____

5. **Requests(s) NOT Defined:** Contractor shall be held accountable to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such request occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
6. **Quantities:** The **estimated** quantities as shown are a projected/proportional annual usage based on initial need. This is not a commitment to purchase. The information is included to provide a potential bidder with some ideal of possible contract activity.
7. **Packaging:** Palletizing boards in quantities according to size to accommodate removal and transport by forklift will be required. The pallets will need to be built with top supports so they can be stacked in warehouse. APS will not require a vendor to break even cartons at time of order. The required quantity will be adjusted +/- to accommodate the vendor's stated packaging. If no adjustments are noted, packaging will be assumed to be as specified with no deviations. Leave no reasonable doubt as to what you intend to furnish in satisfaction of any potential order.
8. **Product:** Brand names as may be noted are for the bidder's reference as to the level of quality or characteristics desired. This is not a preference or an endorsement on the part of APS. APS will consider "or equal" product in evaluation. Notations under brand/model number that indicate "a/s" or "as specified" shall bind the bidder to furnish exactly that brand and model / part number. If you are

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GENERAL REQUIREMENTS CONTINUED

quoting another manufacturer / model, please include product literature and/or technical information adequate for APS to evaluate the quality and performance of the substitute product. This product literature and/or technical information **MUST** be included with your bid or your bid will be deemed non-responsive and rejected.

APS assumes a direct correlation between items bid and items shipped. "As specified" is defined as the exact brand and model / part number referenced in the bid specifications. Product awarded based on bid results wherein actual shipment does not conform to the exact product or packaging quoted will be returned at the full expense of the seller, who shall be further liable for such excess costs as APS may incur in purchasing replacement materials elsewhere. Attempts to ship non-conforming merchandise and offer a later discount as an inducement to keep the product will be refused.

9. **Samples/Product Literature/Technical Specifications.** Please note the bid specifications carefully. If samples are required, please submit under separate cover unless item is very small and can be enclosed in your regular bid envelope. Sample product must reference the bid number, item number, and your company.

APS reserves the right to request additional samples at any time during the evaluation process. The samples received will be used to determine quality, durability, and compliance with specifications. All samples are to be the same as those materials supplied by the successful bidder(s) upon bid award. Samples shall be provided free of charge and be delivered and removed by the bidder at his expense. Award samples may be held for comparison with deliveries. APS shall not be held responsible for any samples damaged or destroyed in examination or testing. If sample is being sent under separate cover, please so not on your bid documents. APS will not unduly delay testing procedures or award for lack of sample product. Samples not removed within ten (10) days after notice to the bidder will be regarded as abandoned and APS shall have the right to dispose of them as its own property.

Successful bidder(s) must provide catalogs, brochures, cross reference sheets and/or related literature as requested by APS.

10. **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. This bid is for chalkboards, corkboards, tack boards, white boards, and related supplies.

Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best preferred warranty. **Submit a copy of your warranty terms with your bid.**

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			_____ FIRM NAME	
Item No.	Estimated Yearly Quantity	Description	Unit Price	Total Price
1.	150 Lengths	CORK STRIPS: Natural Cork 1/4" for 1" rail, 24' lengths. To be as Polyvision or equal. APS Stock No. 11552	_____	_____
			_____ Brand & Model No.	
2.	200 Lengths	MOULDING, CHALKBOARD: Anodized extruded aluminum, 24' length. Channel Trim, 5/8", #C-7. To be as Polyvision or equal. APS Stock No. 11578	_____	_____
			_____ Brand & Model No.	
3.	130 Lengths	MOULDING, CHALKBOARD: Anodized extruded aluminum, 24' length. Map and display rail, 1" no cork, #M-1B. To be as Polyvision or equal. APS Stock No. 11579	_____	_____
			_____ Brand & Model No.	
4.	300 Each	WHITEBOARDS, 4' X 8' WHITE: Porcelain on 28 gauge steel. Backing: Foil Backed 1/2" particle board. To be as Polyvision Series 100; trim and removable tray with 1" map rail with natural cork or equal. APS Stock No. 11539	_____	_____
			_____ Brand & Model No.	

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			FIRM NAME	
Item No.	Estimated Yearly Quantity	Description	Unit Price	Total Price
5.	300 Each	CHALKBOARDS, 4' X 8' GREEN: Surface: on 28 gauge steel. Backing: Foil Backed 1/2" particle board. To be as Polyvision Series 100; trim and removable tray with 1" map rail with natural cork or equal. APS Stock No. 11544	_____	_____
			Brand & Model No.	
6.	20 Each	CHALKBOARDS, 4' X 10' GREEN: Surface: on 28 gauge steel. Backing: Foil backed 1/2" particle board. To be as Polyvision Series 100; trim & removable tray with 1" map rail with natural cork or Equal. APS Stock No. 16609	_____	_____
			Brand & Model No.	
7.	20 Each	WHITEBOARDS, 4' X 10' WHITE: Surface: Porcelain on 28 gauge steel. Backing: Foil backed 1/2" particle board. To be as Polyvision Series 100; trim & removable tray with 1" map rail with natural cork or equal. APS Stock No. 16658	_____	_____
			Brand & Model No.	
8.	20 Each	CHALKBOARDS, 4' X 12' GREEN. Surface: on 28 gauge steel. Backing: Foil backed 1/2" particle board. To be as Polyvision Series 100; trim & removable tray with 1" map rail with natural cork or equal. APS Stock No. 11544	_____	_____
			Brand & Model No.	

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			FIRM NAME	
Item No.	Estimated Yearly Quantity	Description	Unit Price	Total Price
9.	20 Each	WHITEBOARDS, 4' X 12' WHITE. Surface: Porcelain on 28 gauge steel. Backing: Foil backed 1/2" particle board. To be as Polyvision Series 100; trim & removable tray with 1" map rail with Natural Cork or equal. APS Stock No. 16606	_____	_____
			Brand & Model No.	
10.	200 Each	TACKBOARDS, FRAMED, 4' X 4': 1/8" Surface: T-35 flame retardant natural cork. Backing: 3/8" fiber-board. Trim: To be as Polyvision Series 100 Trim or equal. APS Stock No. 14297	_____	_____
			Brand & Model No.	
11.	50 Each	TACKBOARDS, FRAMED, 4' X 8': 1/8" Surface: T-35 flame retardant natural cork. Backing: 3/8" fiber-board. Trim: To be as Polyvision Series 100 Trim or equal. APS Stock No. 11551	_____	_____
			Brand & Model No.	
12.	100 Each	ALUMINUM DIVIDER BAR: 1/4". To be as Polyvision D1 or equal.	_____	_____
			Brand & Model No.	
13.	100 Each	ALUMINUM DIVIDER BAR: 1/2". To be as Polyvision D2 or equal.	_____	_____
			Brand & Model No.	

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			FIRM NAME	
Item No.	Estimated Yearly Quantity	Description	Unit Price	Total Price
14.	100 Each	ALUMINUM MAP HOOK: 1". To be as Polyvision H1 or equal.	_____	_____
			Brand & Model No.	
15.	100 Each	ALUMINUM HANGING CLIP: To be as Polyvision HR-1 or equal.	_____	_____
			Brand & Model No.	
16.	Unknown	<p>INCIDENTAL PURCHASES: The majority of orders against this contract will be for the items listed on pages 9-12; however, APS may on occasion have need to purchase item(s) not specifically listed herein. Therefore, APS seeks to establish your discount (percentage) from list price for incidental purchases of related products. <i>You may not offer a cost-plus percentage arrangement as it is prohibited per the State of New Mexico Procurement Code (Article 13-1-149).</i></p> <p>What is your discount (percentage) from list price for incidental purchases? _____%</p>		

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Firm Name

**SPECIFICATIONS EXCEPTION FORM
CHALKBOARDS AND RELATED BOARDS AND SUPPLIES**

Note: Your bid may be rejected if you do not sign and submit this page.

Bid on materials, supplies, or equipment with varying specifications may be considered by Albuquerque Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of APS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications listed in the "Pricing" section or if you take exemption to any of the requirements, such information must be clearly stated in the space following and technical specification must be provided with your submission. Failure to do so may result in forfeiture of bid bond, if applicable, or seller may be found in default.

I do meet specifications:

Signature

I do not meet specifications:

Signature

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OFFEROR'S AGREEMENT

ATTACHMENT 1

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND / OR MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS BID DURING THE TME PERIOD SPECIFIED

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR OFFER.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

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ATTACHMENT 2

BID SUBMITTAL REQUIREMENTS AND CHECK LIST

Please, submit your completed proposal including the items listed below. Note that all requested information is mandatory (except Attachment 2) and failure to submit them with your response will deem your bid non-responsive and will be disqualified. This check list is for your convenience. Check off and sign that items are included in your response to this RFB.

_____ Questions (page 7)

_____ Pricing section (pages 9 - 12)

_____ Specifications Exceptions Form signed (page 13)

_____ Attachment 1 - Completed Offeror's Agreement Form (pg. 14)

_____ Attachment 2 - Bid Submittal Requirements and Check List (page 15)

_____ Appendix A – Campaign Contribution Disclosure Form (pages 16, 17)

_____ Appendix B – Conflict of Interest and Debarment / Suspension Form (pages 18, 19)

_____ Appendix C – Resident Veteran's Preference Certification (page 20)

_____ Terms and Conditions (pages 21 - 22)

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APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

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 either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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.

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“**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 office 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

Date

Title (Position)

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

Signature

Date

Title (Position)

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APPENDIX B

**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 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.**

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

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APPENDIX C

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.

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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 (NM Veteran or NM Resident) will insert its residential reference number as issued by the NM Taxation & Revenue Department in the appropriate space. Provision of the number and certificate will be the responsibility of the contractor.

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

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

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

Packing, Shipping and Invoicing

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

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment. Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

Patent Indemnity

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

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CHALKBOARDS AND RELATED BOARDS AND SUPPLIES

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 any time, 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 _____ NM Resident Cert. No: _____
(If Applicable. Issued by NMTRD)
Name of Firm _____ Area Code and Telephone No. _____
Address _____ Fax No: _____
Email: _____ Federal ID No.: _____