



**ALBUQUERQUE PUBLIC SCHOOLS**

Procurement Division

Winston Brooks  
SUPERINTENDENT

Mark Heckart, CPM  
DIRECTOR/PROCUREMENT OFFICER

March 20, 2012

**BID:** 12-060LJ-SL Chemical Waste Services

**DATE:** April 3, 2012

**TIME:** 2:00 p.m.

**LOCATION:** Albuquerque Public Schools  
(Address for Procurement Department  
Hand or Courier 6400 Uptown Blvd NE, Suite 600W  
Delivery) Albuquerque, NM 87110

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

**CONTACT:** Lawrence A. Jojola, District Buyer  
[jojola\\_la@aps.edu](mailto:jojola_la@aps.edu), 505-878-6124

**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 unopened.** To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

sls

**INFORMATION FOR BIDDERS**

1. **Intent:** Albuquerque Public Schools (APS) invites you to bid on rates for furnishing all labor, materials and equipment necessary to perform **Chemical Waste Services** from multiple locations throughout the district. See Scope of Work on Page 10.
2. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Price Agreement (PA) issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.

- Information for Bidders
- General Terms and Conditions
- General Requirements
- Technical Specifications
- Bid Pricing Forms
- Conflict of Interest
- Terms & Conditions

3. **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 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 and returned with bid submittal will be considered non-responsive and will be rejected.**
4. **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 which are transmitted using facsimile equipment. This may not apply to amendments or addenda which do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding.

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

**INFORMATION FOR BIDDERS**

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

6. **Familiarity with Conditions:** Clarification of bidding procedures for this contract may be made by contacting Lawrence Jojola, District Buyer in the APS Procurement Office, telephone (505) 878-6124; clarification of the technical aspects of this contract may be made by contacting Mike Wilson, Director, APS Risk Management Department, or his designee at (505) 880-8249. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining the site location and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and tests and has made provision as to the cost thereof in his bid.

7. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payroll, record of personnel, condition of employment or any other such data as may be pertinent.
8. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including signature pages) and submit as Bid #2. Each bid must stand alone and comply with the terms and conditions of the contract.
9. **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.
10. **Taxes:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. This does not apply to services or to materials that become part of a construction project. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and must be shown as a separate amount on each billing or request for payment.

**INFORMATION FOR BIDDERS**

11. **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. **It is the responsibility of the bidder to inquire as to bid results and the status of any subsequent award(s).**

12. **Cancellation:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

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.

13. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

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

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

15. **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.

**INFORMATION FOR BIDDERS**

16. **Terms and Conditions:** The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the services(s) specified. No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a PA will be considered sufficient notice of acceptance of contract. It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools. Albuquerque Public Schools reserves the right to return product which does not meet specifications indicated in Bid at bidder's expense. Bidder guarantees that product delivered is standard, new and regular stock. Failure to examine any specifications and/or instructions will be at bidder's risk.
17. **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.
18. **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.
19. **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 promotions/advertising activities with vendors or potential vendors in connection with a procurement action.
20. **Permits/Licensing/Fees:** It is the contractor's responsibility to sure in a timely manner and pay for all necessary permits required for a particular job, if applicable. The exact cost of approved job permits will be reimbursed by APS. Add to invoice as a separate, documentable item. APS does not pay for business licenses, contractor licenses, etc. or renewals of same, memberships in professional affiliations and similar costs of doing business which are the contractor's obligation to secure and maintain. The cost of all bonding will be paid by the contractor and will not be paid by APS.

**GENERAL OPERATING PROCEDURES**

1. **Contract Term:** The terms of any contract issued as a result of this solicitation will be in effect for one (1) year following award. Contingent upon funding and mutual agreement of both parties, the contract may be extended for three (3) additional years, one year at a time. The total duration of this contract, including exercise of any renewal options shall not exceed four (4) years. APS may make multiple awards if necessary for complete coverage of all sites and waste products. Contractor may decline renewal with no penalty and APS will rebid.

Requests for revision of pricing must be submitted in writing no later than 30 days prior to contract renewal. Revision of any pricing structure should take into consideration new EPA handling and destruction or recycling mandates only. Other considerations and costs shall remain firm for the life of the contracts including any renewals.

Regardless of the termination date, any unfinished work will be carried to completion by the same Contractor without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress. Contract may be cancelled by either party with thirty (30) days written notice. This provision shall not affect or limit the rights of APS under standard default provisions. APS reserves the right to upgrade or to downgrade service options as may be mutually agreed between the two parties.

APS reserves the right to establish agreements with any offeror and/or employees of any contracting firm to provide services other than those specified in this proposal. Work performed under the contract shall be subject to strict APS internal controls. Contractor shall have no access to APS work orders and shall not enter into APS administrative decisions. Contract shall be for collection, recycling, destruction and/or characterization services only.

Regular working hours for APS are 8:00 a.m. to 4:30 p.m., Monday through Friday. Work shall be coordinated with APS Risk Management representative and the site administrator for minimum interference with any facility schedule. Overtime, weekend and emergency work are not anticipated.

2. **Method of Award:** APS reserves the right to make multiple awards if necessary for adequate delivery and service. In this event, the low responsive and responsible bid will be the primary contractor with the second low receiving the overflow. At the time of award, APS will establish a price agreement (PA) with the successful bidders which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed. The same PA number must appear on all invoices regardless of amount for the duration of the contract.
3. **Work Orders:** The work to be performed under this contract is subject to strict APS internal controls. After approval of chemical waste service schedule by APS designee at the post award conference, contractor may proceed with servicing work as described without additional authorization. In emergency situations, a verbal work request may be made by the Director of Risk Management Division, or designee. Contractor will be provided a confirmation work order number. Note: Contractor shall not accept work requested directly from the schools or sites other than Risk Management Department. Contractor shall proceed with work only after receiving proper authorization from authorized contact(s).

**GENERAL OPERATING PROCEDURES**

4. **Authorized Contact(s):** The following personnel have been designated as authorized contacts for purposes of this contract:

Mike Wilson, Director, Risk Management, 830-8462

Brandie Duncan, Loss Control Manager, Risk Management, 830-8463

This list is subject to revision at any time. However, all revisions will be in writing.

5. **Work Requests NOT Defined in Scope of Work:** Contractor shall be held accountable to NOT perform work requests which are clearly beyond the defined scope of work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations, including proceeding without the prior approval of APS' authorized contact for any project, may become the personal liability of the individual(s) involved.
6. **Subcontractors:** The contractor may not subcontract any portion of this contract.
7. **Safety:** If removal of unconsolidated or uncontainerized waste at a site becomes necessary, contractor shall be responsible for protection of the nearby structural surfaces (floors, walls, furniture, etc.). A fire safety watch shall be posted if necessary, depending on the material being handled.

APS will NOT occupy any area specifically designated by the Contractor as unsafe or which has removal/extraction in progress. It is the Contractor's responsibility to post notification at the site when area is unsafe to occupy. Contractor shall also immediately notify the site administrator of unsafe conditions and recommend evacuation if necessary. Likewise, Contractor shall notify the site administrator when the hazard has been removed.

Contractor shall barricade or otherwise separate the worksite from students. Workers will not leave containers, tools, equipment, or waste unattended. The site administrator or designee has the authority to stop any unsafe job and to require safety precautions such as evacuation from the area to protect students.

The Safety Specialist, or his designee, reserves the right to oversee any work at any time. Contractor may or may not be advised of these visits.

The Contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environment Improvement Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify and hold the Board of Education and its agents, officers, administrators and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations of said regulations including, but not limited to, fines or penalties, judgments, court cost, and attorneys' fees. The contractor also shall be responsible for all damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors in connection with this contract.

**GENERAL OPERATING PROCEDURES**

8. **Invoicing:** Itemized invoices, clearly referencing appropriate bid pricing, item number, price agreement number and work order number shall be submitted in duplicate to APS Risk Management Division, Attention: Mike Wilson, 6400 Uptown Blvd NE Albuquerque, NM 87110. Copies of manifest and/or recycling or construction report and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes. When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of liability and/or other submittal required by the contract.
9. **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 days in arrears at the rate of one and one-half (1.5%) percent per month. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

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

***You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149).***

All itemized invoices must clearly reference appropriate bid pricing, item number, and PO number and shall be submitted, in triplicate, to the order-issuing department, Mike Wilson, Director, Risk Management Department, 6400 Uptown Blvd NE, Albuquerque, NM 87110 for compliance. Copies of the completed Work Order Form(s), actual parts' cost invoices and other information to substantiate charges shall be attached to the invoice for auditor tracking purposes. After performing internal compliance, the order-issuing department will then forward invoices to Procurement department for contract compliance review, then it is forwarded to APS Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico 87125-0704, telephone number (505) 880-2570 for payment.

When applicable, final invoice for each project shall be accompanied by all required guarantees, operations manuals, Releases of Lien and/or other submittal required by the Contract Documents.



**GENERAL REQUIREMENTS**

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

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

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

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

General Liability Insurance shall be provided with the following limits.

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

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

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

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

C. **Auto Insurance:**

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

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

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

## GENERAL REQUIREMENTS

Successful contractor must furnish proof of coverage to the APS Procurement Officer prior to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

All work methods and materials shall comply with the recommendations and standards as set forth in the latest edition(s), of pertinent; City, State, County and National Codes and Ordinances. If substitute methods or materials are utilized without prior approval or are utilized in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, liability for the results of all such handling shall be borne by the contractor at no extra cost to the owner.

All materials and workmanship shall be free from all defects. Unsatisfactory or incomplete removal of waste at any site shall result in the site being revisited without expense to APS.

In the event of a conflict between the various codes, standards and job specifications, the more stringent shall govern. The Contractor shall hold and save APS harmless from liability of any kind arising from failure to comply with codes ordinances, correct licensing, required permits and the like.

Contractor shall notify APS when any service is complete. APS shall arrange for a prompt inspection by appropriate personnel and either accept the work as complete or provide a written list of items omitted from the collection inventory as may be applicable.

The Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The Contractor shall abide by all State of New Mexico Environmental Improvement Board Occupational Safety and Health Board regulations that apply to this Contract, confined space and fall prevention provisions. The Contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations of said regulations including, but not limited to fines or penalties, judgments, court costs, and attorneys' fees. The Contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, and/or agents, in connection with this Contract.

## **TECHNICAL SPECIFICATIONS**

### Background Information

Albuquerque Public Schools (APS) is the nation's 31st largest school district covering a 1230 square mile area that encompasses all of Bernalillo County. District Central Offices are at 6400 Uptown Blvd NE in Albuquerque, with other administrative and support functions located throughout the city. Enrollments at the District's 130 plus schools with nearly 90,000 students. With more than 11,500 employees APS is also the Albuquerque area's largest employer. An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The superintendent at this time is Winston Brooks.

**TECHNICAL SPECIFICATIONS****Scope of Work:**

Albuquerque Public Schools (APS) owns many sites throughout Bernalillo County. Thirteen high schools, ten alternative high schools, and twenty seven middle schools that generate science and chemistry laboratory waste. The District has a fleet maintenance department and a structural maintenance and operations facility that will generate industrial waste of various characterizations. On occasion, orphaned waste of unknown origin may be encountered. This inventory is not complete, but it will provide an overview of the types of waste to be handled. Such as: occasional chemical inventory of schools chemicals.

Offeror will be asked to submit pricing for service plans for APS' selection. Collection, methods of destruction or recycling, characterization, ownership and liability issues should be addressed. APS will select the most comprehensive coverage deemed affordable within current-budget limitations.

APS will furnish maps of the District's location upon award of the Bid proposal. Sites may be added to the contract(s) as new facilities are built existing facilities are renovated or as property is purchased.

A price agreement (PA) will be issued to the successful offeror(s) after evaluation of submitted proposals. Pricing as reflected on pages 14-19 will weigh heavily in the evaluation process. Bear in mind that the contract will be for indefinite quantities and orders will be placed as hazardous waste is encountered.

**Pricing Requirements:**

A pricing schedule must be submitted with the bid for the types of waste listed. Pricing should be stated on units of measure given for fair comparison. Offeror shall declare whether each product is to be recycled or destroyed. Price and disposal method will become the contract pricing and disposal methods upon award of contract(s).

Pricing for service on any one category of waste should be provided in the units indicated. Also declare whether the material will be recycled or destroyed. Lab packing should be quoted separately (APS anticipates that most chemicals will be lab packed by the Contractor).

All chemicals are to be destroyed or recycled. APS will not maintain chemicals in any landfill or storage facility. The contractor will deposit any APS-originated waste placed in a landfill during the term of this contract and contractor shall bear any and all liability for it. If temporary storage methods are to be used, declare this on the pricing schedule.

This bid proposal assumes that your firm will service all sites and waste materials unless otherwise noted. Indicate any additional collection and service charges as may be applicable.

As a minimum, plans should include periodic removal and recycling or destruction of waste from a central location. Destruction/Recycling documentation should include a written report. Mishaps occurring during collection or transit should be addressed in this section. Serious safety hazards at any location should be brought to the **immediate** attention of the APS Risk Management representative and the site administrator (if hazard occurs at an APS location).

Pricing as finally negotiated must be the basis for any billing. Pricing will include all aspects of recycling or destruction including collection, transportation to the disposal site, licenses, permits, fees, and full documentation.

**Pricing Requirements (Continued):**

If any portion of the contract is negotiated as time only, specify your price per hour fully burdened as to overhead and profit. Include as many classifications as apply. Specify overtime and holiday rates. Note that all pricing specified throughout the bid proposal is to be without tax. APS holds Class 9 tax exemption status and is exempt from payment of taxes on tangible personal property. Services are not exempt.

Labor and material charges will be listed separately where applicable with taxes computed on labor only. Tax rates will fluctuate as determined by legislative action throughout the lifetime of the contract and will be added as a separate item to invoice. The Contractor is responsible for payment of all taxes due as a result of this work.

APS has determined that it is not possible to project a line item for every condition under which the contractor may be required to perform. In the event that circumstances may occur which necessitate removal of an unspecified substance or rental of specialized equipment and the like, APS reserves the right to negotiate with the contractor for a fair and equitable price in order to complete the project. Such negotiations will apply to items which would otherwise have naturally fallen under the scope of this agreement could they have been anticipated and are not intended to circumvent normal bidding procedures.

**Submittals:**

- ✓ Copy of insurance certificates per page 8, 9.
- ✓ Qualified Employee Listing and copies of training credentials certification as applicable.
- ✓ Pricing Forms, pages 14-19.
- ✓ Qualification Statement/Technical Summary, pages 12, 13.
- ✓ Conflict of Interest – Debarment/Suspension Certification Form page 20
- ✓ Terms and Conditions Signature page, pages 21, 22.

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

**QUALIFICATIONS STATEMENT/TECHNICAL SUMMARY**

Please respond in detail to the following points. In your own narrative style address each point and separate per section as indicated. Be specific with in-depth answers that include exact information. Please include this summary with your bid submittal.

1. How long have you operated under this company name? \_\_\_\_\_

2. Under what other or former names has your organization operated?  
\_\_\_\_\_

3. Describe your company's operation and its capabilities as a potential long term Contractor to APS. Detail the staff, number of technicians and their experience, licenses held, qualifications, applicable training, certifications, etc. per EPA or OSHA regulations.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EPA Certificate Number \_\_\_\_\_ State of Principal Location \_\_\_\_\_

4. Does your company use carriers who may take a risk assumption separately from APS and offeror? If so, list the carriers including address, contact name, and telephone numbers.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Are there any judgments, litigations or complaints for cause, proceedings or suits pending against your company or any of its officers? If so, indicate where, when and why:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Has your company ever failed to complete any work/contracts awarded to you? \_\_\_\_\_ If yes, please explain.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Has your company ever been found liable for inadequate work? \_\_\_\_\_ If yes, please explain.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUALIFICATIONS STATEMENT/TECHNICAL SUMMARY (cont.)**

**8. Provide at least three (3) current references on accounts for which you provide service comparable to APS requirements. Contact name, address and telephone number are needed. APS reserves the right to visit the customer and review pertinent records given permission of the reference.**

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**9. Has this company ever been contacted by the New Mexico Registrar of Contractor's Office for any complaints or cause? \_\_\_\_\_ If yes, please explain.**

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**10. Has your company ever performed work of this type for Albuquerque Public Schools in the past? If yes, please note when:**

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**11. Provide a written description of specific service recommended for APS, what the service entails and exactly what is covered and where, how often, etc. Note any exclusions and limitations of liability.**

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**12. Provide a definitive selection of the various collection, recycling, or destruction methods available through your company. Identify the transport and storage (if applicable) methods and sites, lead-time to recycling or destruction, transfer of ownership/liability, and documentation procedures.**

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**13. Describe your approach to orphaned waste. What are the charges for characterizing such waste? Does your firm have the capability to extract such waste from the site upon discovery? If not, what is the expected lead- time?**

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**14. Describe your approach to emergencies that require immediate response, include this cost for this service in your pricing schedule. (Labor pricing line 8.)**

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**LABOR PRICING**

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

<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
1. Lab Packing per person	Hour	_____
2. Characterizing unknown waste	Hour	_____
3. Project Manager Services to provide onsite evaluation, transportation, report preparation and related services. A minimum of 40 hours OSHA training is required.		
3a) Hourly rate	Hour	_____
3b) Daily (8 hours) rate	Day	_____
4. Environmental Specialist Services. A degreed chemist who is a Certified Hazardous Materials Manager.		
4a) Hourly rate	Hour	_____
4b) Daily (8 hours) rate	Day	_____
5. Environmental Technician Services. Must possess a hazmat endorsement and have a minimum of 40 hours of OSHA training.		
5a) Hourly rate	Hour	_____
5b) Daily (8 hours) rate	Day	_____
6. Materials Truck to properly secure and transport waste		
6a) Hourly rate	Hour	_____
6b) Daily (8 hours) rate	Day	_____
7. <u>Overtime Policy</u> : State your company's overtime policy; i.e. over 40 hours, over 8 hours, etc.		
_____		
_____		
_____		
8. Emergencies that require immediate response: i.e. Cost: (if applicable).		_____

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

**SUPPLY PRICING**

ITEM NO.	DESCRIPTION	UNIT	PRICE
1.	Respirator Cartridges	Pair	_____
2.	Neoprene Gloves	Pair	_____
3.	Tyvek Suits	Each	_____
4.	Saranex	Each	_____
5.	Sample Jars	Each	_____
6.	Vermiculite Absorbent	Bag	_____
7.	Safestep Absorbent	Bag	_____
8.	Sorbent Pads	Bale	_____
9.	Sorbent Booms	Each	_____
10.	85-Gallon Poly Overpacks	Each	_____
11.	85-Gallon Steel Overpacks	Each	_____
12.	55-Gallon Poly Closed Top Drums	Each	_____
13.	55-Gallon Steel Closed Top Drums	Each	_____
14.	55-Gallon Poly Open Top Drums	Each	_____
15.	30-Gallon Steel Open Top Drums	Each	_____
16.	30-Gallon Poly Open Top Drums	Each	_____
17.	20-Gallon Poly Open Top Drums	Each	_____
18.	14-Gallon Poly Open Top Drums	Each	_____
19.	5-Gallon Poly Pails	Each	_____
20.	Cubic Yard Box (= 4x55 gallon Drums)	Each	_____
21.	10-Gallon Fiber Drum	Each	_____
22.	Mercury Flasks (76 pound)	Each	_____
23.	3.5" x 24" Compressed Gas Cylinder Overpack Rental	Week	_____
24.	Hazardous Waste, DOT, PCB Labels	Each	_____



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

ITEM DOT SHIPPING NAME	Recycle or Destroy	Unit of Measure	Price per Unit
25a) Aerosol Cans, n.o.s.	_____	Bulk per lb.	_____
25b) Aerosol Cans, n.o.s.	_____	5 gallons	_____
25c) Aerosol Cans, n.o.s.	_____	14 gallons	_____
25d) Aerosol Cans, n.o.s.	_____	30 gallons	_____
25e) Aerosol Cans, n.o.s.	_____	55 gallons	_____
26a) Anti-Freeze, n.o.s.	To Recycle	Bulk per lb.	_____
26b) Anti-Freeze, n.o.s.	To Recycle	5 gallons	_____
26c) Anti-Freeze, n.o.s.	To Recycle	14 gallons	_____
26d) Anti-Freeze, n.o.s.	To Recycle	30 gallons	_____
26e) Anti-Freeze, n.o.s.	To Recycle	55 gallons	_____
27a) Anti-Freeze, n.o.s.	To Destroy	Bulk per lb.	_____
27b) Anti-Freeze, n.o.s.	To Destroy	5 gallons	_____
27c) Anti-Freeze, n.o.s.	To Destroy	14 gallons	_____
27d) Anti-Freeze, n.o.s.	To Destroy	30 gallons	_____
27e) Anti-Freeze, n.o.s.	To Destroy	55 gallons	_____
28a) Corrosive Liquids, n.o.s.	_____	Bulk per lb.	_____
28b) Corrosive Liquids, n.o.s.	_____	5 gallons	_____
28c) Corrosive Liquids, n.o.s.	_____	14 gallons	_____
28d) Corrosive Liquids, n.o.s.	_____	30 gallons	_____
28e) Corrosive Liquids, n.o.s.	_____	55 gallons	_____
29a) Corrosive Solids, n.o.s.	_____	Bulk per lb.	_____
29b) Corrosive Solids, n.o.s.	_____	5 gallons	_____
29c) Corrosive Solids, n.o.s.	_____	14 gallons	_____
29d) Corrosive Solids, n.o.s.	_____	30 gallons	_____
29e) Corrosive Solids, n.o.s.	_____	55 gallons	_____

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

ITEM DOT SHIPPING NAME	Recycle or Destroy	Unit of Measure	Price per Unit
30a) Flammable Liquids, n.o.s.	_____	Bulk per lb.	_____
30b) Flammable Liquids, n.o.s.	_____	5 gallons	_____
30c) Flammable Liquids, n.o.s.	_____	14 gallons	_____
30d) Flammable Liquids, n.o.s.	_____	30 gallons	_____
30e) Flammable Liquids, n.o.s.	_____	55 gallons	_____
31a) Flammable Solids, n.o.s.	_____	Bulk per lb.	_____
31b) Flammable Solids, n.o.s.	_____	5 gallons	_____
31c) Flammable Solids, n.o.s.	_____	14 gallons	_____
31d) Flammable Solids, n.o.s.	_____	30 gallons	_____
31e) Flammable Solids, n.o.s.	_____	55 gallons	_____
32a) Hazardous Waste Liquids, n.o.s.	_____	Bulk per lb.	_____
32b) Hazardous Waste Liquids, n.o.s.	_____	5 gallons	_____
32c) Hazardous Waste Liquids, n.o.s.	_____	14 gallons	_____
32d) Hazardous Waste Liquids, n.o.s.	_____	30 gallons	_____
32e) Hazardous Waste Liquids, n.o.s.	_____	55 gallons	_____
33a) Hazardous Waste Solids, n.o.s.	_____	Bulk per lb.	_____
33b) Hazardous Waste Solids, n.o.s.	_____	5 gallons	_____
33c) Hazardous Waste Solids, n.o.s.	_____	14 gallons	_____
33d) Hazardous Waste Solids, n.o.s.	_____	30 gallons	_____
33e) Hazardous Waste Solids, n.o.s.	_____	55 gallons	_____
34a) Mercury Metals, n.o.s.	_____	Bulk per lb.	_____
34b) Mercury Compounds, n.o.s.	_____	Bulk per lb.s	_____
35a) Oxidizing Substances Liquids, n.o.s.	_____	Bulk per lb.	_____
35b) Oxidizing Substances Liquids, n.o.s.	_____	5 gallons	_____
35c) Oxidizing Substances Liquids, n.o.s.	_____	14 gallons	_____
35d) Oxidizing Substances Liquids, n.o.s.	_____	30 gallons	_____
35e) Oxidizing Substances Liquids, n.o.s.	_____	55 gallons	_____

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

ITEM DOT SHIPPING NAME	Recycle or Destroy	Unit of Measure	Price per Unit
36a) Oxidizing Substances Solids, n.o.s.	_____	Bulk per lb.	_____
36b) Oxidizing Substances Solids, n.o.s.	_____	5 gallons	_____
36c) Oxidizing Substances Solids, n.o.s.	_____	14 gallons	_____
36d) Oxidizing Substances Solids, n.o.s.	_____	30 gallons	_____
36e) Oxidizing Substances Solids, n.o.s.	_____	55 gallons	_____
37a) Poisonous Liquids, n.o.s.	_____	Bulk per lb.	_____
37b) Poisonous Liquids, n.o.s.	_____	5 gallons	_____
37c) Poisonous Liquids, n.o.s.	_____	14 gallons	_____
37d) Poisonous Liquids, n.o.s.	_____	30 gallons	_____
37e) Poisonous Liquids, n.o.s.	_____	55 gallons	_____
38a) Poisonous Solids, n.o.s.	_____	Bulk per lb.	_____
38b) Poisonous Solids, n.o.s.	_____	5 gallons	_____
38c) Poisonous Solids, n.o.s.	_____	14 gallons	_____
38d) Poisonous Solids, n.o.s.	_____	30 gallons	_____
38e) Poisonous Solids, n.o.s.	_____	55 gallons	_____
39a) Used Oil, n.o.s.	To Recycle	Bulk per lb.	_____
39b) Used Oil, n.o.s.	To Recycle	5 gallons	_____
39c) Used Oil, n.o.s.	To Recycle	14 gallons	_____
39d) Used Oil, n.o.s.	To Recycle	30 gallons	_____
39e) Used Oil, n.o.s.	To Recycle	55 gallons	_____
40a) Used Oil, n.o.s.	To Destroy	Bulk per lb.	_____
40b) Used Oil, n.o.s.	To Destroy	5 gallons	_____
40c) Used Oil, n.o.s.	To Destroy	14 gallons	_____
40d) Used Oil, n.o.s.	To Destroy	30 gallons	_____
40e) Used Oil, n.o.s.	To Destroy	55 gallons	_____

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

ITEM DOT SHIPPING NAME	Recycle or Destroy	Unit of Measure	Price per Unit
41a) Water Reactive Liquids, n.o.s.	_____	Bulk per lb.	_____
41b) Water Reactive Liquids, n.o.s.	_____	5 gallons	_____
41c) Water Reactive Liquids, n.o.s.	_____	14 gallons	_____
41d) Water Reactive Liquids, n.o.s.	_____	30 gallons	_____
41e) Water Reactive Liquids, n.o.s.	_____	55 gallons	_____
42a) Water Reactive Solids, n.o.s.	_____	Bulk per lb.	_____
42b) Water Reactive Solids, n.o.s.	_____	5 gallons	_____
42c) Water Reactive Solids, n.o.s.	_____	14 gallons	_____
42d) Water Reactive Solids, n.o.s.	_____	30 gallons	_____
42e) Water Reactive Solids, n.o.s.	_____	55 gallons	_____
43) Sludge charge per inch	_____	per inch	_____
Number of inches allowed before charge is imposed.		_____	_____

**EVALUATION CRITERIA AND PROCEDURES**

The Scope of Work and Response portions of this solicitation allow for presentation of approaches to our hazardous waste destruction requirements. Depending upon bid proposal responses and available funding, APS may elect to award more than one contract.

Bid award will be made to the lowest responsible and responsive bid taking into consideration the lowest unit cost and cumulative indexed weighted total – based on statistical weights give to each unit cost (for evaluation purposes only) on “standard” turnaround times, qualifications and capabilities of the bidder and availability of funds and any other relevant factors. Note: Unit price includes all costs involved including administrative cost, sample containers, preservatives, preparation time, disposal and reporting fees. 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. Site visits may be required. References will be checked and additional information requested as necessary.

Contract will be awarded all or none unless multiple awards are necessary for complete waste coverage.

The following evaluation criteria will be considered. Competence and capability of the Contractor to understand and perform as required in the scope of work. Considerations will include clarity and comprehensiveness of bid proposal and any other pertinent factors such as cost, hazmat/company experience, staff training/technical expertise, emergency response, treatment storage, and disposal facilities, and assumption of risk.

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

**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: \_\_\_\_\_

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

**ALBUQUERQUE PUBLIC SCHOOLS - BOARD OF EDUCATION - TERMS AND CONDITIONS****Preparation of Bids**

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

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

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

**General**

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

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

**Award**

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS. APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

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

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

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time. Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

**Packing, Shipping and Invoicing**

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

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive 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.

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

**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 sub-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: \_\_\_\_\_

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

(If Applicable)

Resident Certification No: \_\_\_\_\_

(If Applicable)

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

Address \_\_\_\_\_

Fax No: \_\_\_\_\_

Web/Email Address \_\_\_\_\_

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

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