



**ALBUQUERQUE PUBLIC SCHOOLS**

Procurement Division

Winston Brooks  
SUPERINTENDENT

Mark Heckart, CPM  
DIRECTOR/PROCUREMENT OFFICER

November 15, 2011

**BID:** 12-032SC-SL Fire Extinguishers and Related Materials  
on Demand for APS

**DATE:** December 6, 2011

**TIME:** 11:00 a.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:** Steven L. Carpenter, District Buyer  
carpenter\_st@aps.edu, (505) 878-6121

**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.

**INFORMATION FOR BIDDERS**

1. **Intent:** To establish contract pricing for **Fire Extinguishers and Related Materials on Demand for Albuquerque Public Schools.**
  
2. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies a full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Price Agreement Order issued by APS to the contractor and shall bind the contractor to the terms of the Contract Documents.
  - Information for Bidders
  - General Operating Conditions
  - Specifications
  - Specifications Exception Form
  - Pricing
  - Offeror's Agreement (Attachment 1)
  - Conflict of Interest
  - Terms and Conditions.
  
3. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid priced 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 all bids. Bids not signed will be considered as non-responsive and rejected.**
  
4. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. The owner reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

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

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

6. **Familiarity With Conditions:** Clarification of bidding procedures for this contract may be made by contacting Steven Carpenter in the APS Procurement Office, telephone (505) 878-6121; clarification of the technical aspects of this contract may be made by contacting Ron Gallegos at (505) 765-5950, ext. 276. Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

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

7. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
8. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
9. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages and submit as Bid #2. Each bid must stand alone and comply with the terms and conditions of this contract.
10. **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. Delivery may be a factor in bid award. It is the responsibility of the bidder to inquire as to bid results and the status of any subsequent award(s).

11. **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, 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.
12. **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 in writing all questions about the proposed contract specifications including 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.
13. **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.
14. **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.
15. **Terms and Conditions:** The submission & a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the item(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.

16. **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

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

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

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

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

17. **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.

#### **GENERAL OPERATING CONDITIONS**

1. **Contract Term:** The duration of this contract shall be 52 weeks following award of the contract. At the completion of the 52-week period, this contract is subject to review and may be extended for two (2) additional 52-week period, subject to the approval of both parties and contingent upon funding. Renewals must be at the pricing specified with no change in terms and conditions. Bidder may decline renewal with no penalty and APS will rebid.
2. **Request(s) Not Defined in Scope of Work:** Contractor shall be held accountable to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of APS Procurement Officer.
3. **Pricing Structure:** Bids should be submitted on the form provided on page 11.
4. **Method of Award:** A estimated usage is stated on these pages for award purposes. This is not a commitment to purchase. APS prefers to award to one vendor but reserves the right to make multiple awards as may be necessary to have all product categories represented, delivery areas covered, or as may otherwise be in the best interest of the District.
5. **Invoice and Purchase Order Procedures:** Upon award, APS will issue a price agreement which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed. SPO's or direct purchase orders will not be used.

A Price Agreement Order (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 releases based on the needs of APS during the contract period.

Itemized invoices, clearly referencing appropriate bid pricing item number, price agreement order and work order number, shall be submitted in duplicate to the APS Maintenance and Operations, Support Services, 915 Locust SE, Albuquerque, NM 87106.

APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance due over 60 days in arrears at the rate of one and one-half percent (1.5%) per month. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

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

6. **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.

### **SPECIFICATIONS**

1. **Scope of Work:** The purpose of this bid is to establish pricing for product on demand. Orders will be placed for delivery to sites throughout the district as well as for warehouse stock. There may also be some walk-in trade.

All deliveries will be F.O.B. destination including cost, insurance, and freight. Specific delivery arrangements shall be made at the time of order placement. No delivery shall be made without reference to proper APS purchase order and/or work order numbers. Contractor shall be responsible for any loss or damage or both to the personal property occurring prior to its receipt by the consignee at the named point of delivery. Contractor shall require signature of APS personnel receiving the product(s) as above.

Orders shall be collected by APS personnel only when timely delivery cannot be made and such orders shall also reference a proper APS purchase order and/or work order number. APS personnel must show current APS identification at the time of collection.

APS will not pay for unauthorized purchases.

2. **Standards:** Brand names, types or catalog numbers which may appear throughout the bid are intended to reference a standard of performance or level of quality. This does not reflect a preference or constitute an endorsement on the part of APS. Other brands/models will be evaluated. If a product is unknown or unfamiliar, bidders in the competitive range will be contacted to provide a sample.

The samples received will be used to determine quality, durability and compliance with specifications. All nipples are to be of the same quality as product which will be supplied by the successful bidder(s) upon bid award. Samples shall be free of charge and shall be submitted by the bidder at bidder's expense. Award samples may be held for comparison with deliveries. APS shall not be held responsible for any samples destroyed or damaged during examination or testing. Any sample not removed within ten (10) days after bidder is notified that evaluation has been completed will be regarded as abandoned and APS shall have the right to dispose of sample as its own property.

The product shall be of the latest type and model in current production. All parts and/or components not specifically mentioned, but which are required for a complete unit shall not be removed or omitted for the reason that the bid did not itemize a particular detail. All units shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice. Dimensions, weight etc. are to be considered approximate insofar as lesser tolerances do not compromise the intended use or safety of the equipment. All products shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County, and Municipal codes and ordinances and meet or exceed OSHA requirements and NFPA standards.

3. **Warranty/Guarantee:** All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Bidders will replace damaged items at no cost to APS.

Warranty terms shall be stated where requested on the bid and must be, as a minimum, the manufacturer's best-preferred warranty. For ease in evaluation, bidders must highlight the warranty literature that pertains to leakage, made without reference to proper APS purchase order and/or work order numbers. Contractor shall be responsible for any loss or damage or both to the personal property occurring prior to its receipt by the consignee at the named point of delivery. Contractor shall require signature of APS personnel receiving the product(s) as above.

Orders shall be collected by APS personnel only when timely delivery cannot be made and such orders shall also reference a proper APS purchase order and/or work order number. APS personnel must show current APS identification at the time of collection.



**4.1 Product:** It is the intent of these specifications to describe the necessary requirements. The bid list provides for equipment APS expects to purchase over the term of the contract, however, APS reserves the right to negotiate for like equipment no specifically listed in the bid should the need for such equipment arise.

**4.2 Fire Extinguisher:** Amerex #B441 or equal

- 10 lb. Content, Multi-purpose Dry Chemical, Ammonium Phosphate
- IJL Rating 4A:80B:C
- Must be rechargeable
- Extinguisher to have brass valve, not aluminum or plastic
- Mounting brackets with lift-up type hook to be included
- 20.5" High X 8.75" Wide X 5" Deep to fit in extinguisher cabinets

**4.3 Fire Extinguisher Recharge:** Amerex #550 or equal

- 50 lb. pail of ABC dry chemical, free flowing

**4.4 Kitchen Fire Extinguisher:** Amerex B-260 or equal

- 6 liter capacity of potassium acetate solution
- Rated "K" by UL and ULC
- Stainless steel construction (Shell, Handle, Lever, Ring pin & Cylinder)
- Operating pressure: 100 psi, temperature range 40-120 degrees Fahrenheit
- 55-60 second discharge time, 8-12 foot discharge range
- Includes wall hanger, use placard, nozzle tip finger guard and nozzle tip orifice seal

**4.6 Service/Maintenance:** APS plans to test, recharge and maintain equipment currently owned throughout the district as well as equipment newly acquired under this contract. In the event workload becomes too heavy for APS to maintain its extinguishers according to NFPA standards, APS would call on the contractor to provide this service. Please state whether your company can accommodate such a request in the appropriate place below. Please state your pricing structure for this service/maintenance for APS.

**5. Bidding Other Than As Specified:** If bidder proposes to furnish materials other than the brand(s) specified, return bid must include complete product literature and technical data with all items clearly cross-referenced to the bid item. Attention is drawn to the Specification Exception form on page 11. Use this page to make a full explanation as to how the product(s) offered will meet the intent of the bid. Please make clear any differences between the bid specifications and your product. APS may also require product demonstration.

**6. Method Of Award:** APS prefers to award the bid all-or-none, therefore award should be made to the lowest responsive responsible bidder for the grand total of all items. If, however, evaluation of bids reveals that a significant savings can be made by awarding each line item separately then APS reserves the right to do so.

Refer to Item 4.6 regarding the maintenance and recharging of fire extinguishers. Is your company able to provide this service if APS requires it? If so, please define your procedures and pricing. Use the space below or you may submit your companies' service/pricing on a separate document.

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What is your normal lead time for delivery? \_\_\_\_\_

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State your policy for returns/exchanges of defective materials \_\_\_\_\_

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Price your bid to include all costs, insurance and freight shipped F.O.B. destination. Delivery address is normally Maintenance Warehouse, 919 Locust SE, Bldg E, Albuquerque, NM 87106 or as advised on purchase order. Please coordinate delivery with Pat Winters. Telephone (505) 765-5950, ext. 309.

Warranty Information: \_\_\_\_\_

Where will warranty service be performed? \_\_\_\_\_

Who is responsible for packing/transporting materials to service site?

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**Bid Submittals:**

- Insurance Certificate
  - Specifications-Exceptions Form
  - Bid Pricing
  - Proposal for Maintenance/Recharging Service/Pricing
  - Offeror's Agreement Form
  - Conflict of Interest
  - Terms & Conditions
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**SPECIFICATIONS EXCEPTION FORM**

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 or if you take exception to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of bid bond, if applicable or seller may be found in default.

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I do meet specifications: \_\_\_\_\_  
(Signature)

Exceptions are as stated: \_\_\_\_\_  
(Signature)

BID: To furnish Fire Extinguishers and Related Materials on Demand for Albuquerque Public Schools.  
 Bid No 12-032SC-SL

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

NM PREFERENCE NO. \_\_\_\_\_

ITEM NO.	STOCK NO.	DESCRIPTION	EST. QTY	U.M	BID PRICE	TOTAL AMOUNT
1	11241	Multi-Purpose Dry Chemical Extinguisher 10.0 lb content, to be Amerex 441 or equal. Specifications and technical data required if not bidding as specified.	300	Each	_____	_____
					Manufacturer	Brand/Model/4
2	11235	Multi-Purpose Dry Chemical Charge 50.0 lb pail, to be Amerex 550 or equal. Specifications and technical data required if not bidding as specified.	10	Each	_____	_____
					Manufacturer	Brand/Model
3	11240	Wet Chemical Extinguisher for Kitchen Use 6 liter to be as Amerex B-260 or equal. Specifications and technical data required if not bidding as specified.	10	Each	_____	_____
					Manufacturer	Brand/Model

**INCIDENTAL PURCHASES:** APS may on occasion need to purchase other items not specifically listed. Therefore APS seeks to establish a % (percentage) discount off the manufacturer's/seller's list price for these types of purchases. "Price list" is defined as that which is regularly maintained by the manufacturer or seller. List prices must be standard in the trade and in common use for the vendor's general clientele or comparable government accounts. Price lists(s) will be allowed to change as standard in the trade but the discount will remain firm during the term of the contract. **"Cost Plus" pricing is not acceptable on bid per State Procurement Code.** Please state your % (percentage) discount from list.

\_\_\_\_\_ %

**OFFEROR'S AGREEMENT**

**ATTACHMENT 1**

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

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

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

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM  
FIRE EXTINGUISHERS AND RELATED MATERIALS ON DEMAND  
12-032SC-SL**

**CONFLICT OF INTEREST**

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

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

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

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**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:

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Name of Person Signing (typed or printed):

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Title:

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Date:

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Name of Company (typed or printed):

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Address:

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City/State/Zip:

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Telephone No:

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Fax No.:

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Email Address:

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**ALBUQUERQUE PUBLIC SCHOOLS  
BOARD OF EDUCATION  
TERMS AND CONDITIONS  
Bid No.12-032SC-SL**

**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.



**Inspection**

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

**Assignment**

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

**Non-discrimination**

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

**Changes**

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

**Kickback Statement**

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

**Termination**

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

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

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

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

**Contingency**

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

**Other Applicable Laws**

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

**Non-Collusion**

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

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

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

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

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

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

Address \_\_\_\_\_

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

\_\_\_\_\_

Wats Line (If available) \_\_\_\_\_

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

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