



# ***ALBUQUERQUE PUBLIC SCHOOLS***

**Invitation to Bid: 17-064MG**

**Football Equipment Reconditioning & Recertification**

**BID DUE TIME AND DATE:** February 21, 2017 @ 2:00 PM (LOCAL TIME)  
**PURCHASING CONTACT:** Marilee P. Gallacher, SPSM at 505-878-6118  
**E-MAIL:** Marilee.Gallacher@aps.edu

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

## **OFFICIAL CONTACTS ONLY**

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

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## GENERAL INSTRUCTIONS

1. **Sealed** Bids for football equipment reconditioning and recertification for the APS Athletic Department will be received at the Albuquerque Public Schools Procurement Department no later than February 21, 2017 at 2:00 pm (local time).
2. To ensure proper identification and handling, the following information must be clearly labeled on the outside of the package: (1) Offeror’s business name, (2) Bid number, (3) Bid title, (4) Opening date, and (5) Opening time. **Do not allow shipping labels to cover this information.** Bids must be addressed and delivered to one of the following addresses:

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

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

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

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

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

Action	Responsibility	Date
Issue of Bid	District	02/7/2017
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	02/13/2017, 4:00pm (local time)
Submission of Bid	Bidder	02/21/2017, 2:00pm (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

6. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this Bid to be considered for an award.
7. Any inquiries or requests regarding clarification of this Bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of the District. Any contact with an APS Department or School may automatically result in a rejection of Bid. Any other communication will be considered unofficial and non-binding. Please note the last day for questions in the sequence of events above (#5).
8. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the Bid. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
9. It is the responsibility of every Bidder to ensure they have downloaded the latest version of each Bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement>, then select "See Current Bids and RFPs") prior to the due date before submitting their Bid to Albuquerque Public Schools. **All addendums must be acknowledged in the submitted Bid.**
10. Bidders are required to submit three copies of their bid submission: two (2) hard copies and one (1) electronic copy, as here defined. The two (2) hard copies shall be as follows: one (1) original submission with original signatures, clearly identified as ORIGINAL, and one hard copy, clearly identified as COPY. One (1) electronic copy may be either a CD with a cover or a Travel Drive, and must be clearly labeled with vendor's name and Bid number. **For required items that must be included in the Bid submission, see the Bid Submittal Requirements and Check List, Page 26.**
11. Each Bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the Bid. The hard copy may be bound in one of the following methods: 3-ring binder, comb binding, or stapled; no spiral binding.
12. No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.
13. APS may, in its sole discretion, extend the time for the submission of Bids upon a finding that it is in the best interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.
14. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"APS" shall mean Albuquerque Public Schools.

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

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

services.

“Contractor” shall mean successful supplier.

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

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

“District” shall mean Albuquerque Public Schools.

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

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

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

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

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

21. This procurement in no manner obligates Albuquerque Public Schools until a valid signed Price Agreement or valid Purchase Order is executed.
22. The Bid will be awarded to the lowest responsible and responsive Bidder(s) that meets or exceeds the specifications/scope of work outlined in the Bid Documents. Albuquerque Public Schools reserves the right to the sole judge to determine “meets or exceeds”.
23. The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.
24. The contents of the Bid will be available to the public at Bid opening. The Procurement Department will not disclose or make public any pages of a Bid on which the Bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
25. Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
27. APS will not select from multiple offers on a single document. If Bidder offers more than one brand/price per item, the (1) as specified or the (2) most expensive will be considered as the primary Bid. Other offers will not be evaluated unless the primary Bid is a low Bid in its own right. If you wish to offer an alternate Bid in addition to your regular Bid, make extra copies of the necessary pages (including the signature pages) and submit as “Bid #2”. Each Bid must stand alone and comply with the terms and conditions of the contract. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.
28. The Bid price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the Invitation to Bid. The Bid price shall be valid for 60 days after opening.
29. APS reserves the right to negotiate pricing with successful Bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.
30. In the event APS receives comparable pricing structures and list prices in the same categories, then APS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.
31. Albuquerque Public Schools reserves the right to award by item, group of items, or total Bids; to reject any and all Bids in whole or in part, if it is in the best interests of Albuquerque Public Schools.

Additionally, the District reserves the right to reject any or all Bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the Bidder.

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

## TERMS AND CONDITIONS

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



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

2. For Convenience

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

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

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

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

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

NOTE: Certificate holder shall be: Albuquerque Public Schools.

Certificate of Insurance forwarded to: Albuquerque Public Schools  
ATTN: Procurement Department, Suite 500 E  
PO Box 25704  
Albuquerque, NM 87125-0704

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

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

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

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

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

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

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

26. **BIDDER ACKNOWLEDGEMENT**: By responding to this Bid, Bidder acknowledges and agrees to the terms and conditions set forth in this Bid and certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the Bid submitted to the District.
27. **BID PRICING**: See Technical Specifications, Paragraph 7.

## TECHNICAL SPECIFICATIONS

- 1. Intent:** The purpose of this bid is to establish pricing for the reconditioning and recertification of football equipment and specified related services. **Please do not submit a bid unless you have the authorization to recondition and recertify football equipment to meet the standards of the National Operating Committee for Safety in Athletic Equipment (NOCSAE) and the manufacturer of the equipment in the State of New Mexico.**
- 2. Order Placement:** APS will place firm orders for the quantity requested for immediate reconditioning and recertification as indicated on the pricing pages. In the event that any equipment specified is discontinued and/or replaced during this time period, APS may wish to purchase the replacement model at the same price or negotiate a percent of the price increase. If market conditions, etc. are unstable, bidder may decline orders with no penalty.
- 3. General Bid Information:** Contractor shall quote on the repairs needed for reconditioning and recertification to the best of his expertise. Should any item be subsequently found to be irreparable or in such poor condition that repairs cannot be guaranteed for the intended use of the equipment, the item shall be disposed by the Contractor with a documented explanation to that effect. No charge shall be made for repairs not performed.

Contractor will visit and inspect all equipment at the collection site and inventory all helmets according to condition and state of work to be performed and provide inventories, by school, that document quantity and age of each recertified helmet returned and helmets unable to be recertified and disposed. Contractor will be responsible for the disposal of equipment unable to be reconditioned and recertified at no expense to APS.

- 4. Reconditioning, Restoration and Recertification of Equipment:** All equipment is to be reconditioned and recertified according to NOCSAE standards. Helmets will be painted, as necessary, by school color and design. Contractor is required to confirm exact helmet and facemask color with for each school with school athletic director or head coach. Replacement of accessories including but not limited to facemasks, chinstraps and hardware will be **new** as specified. Workmanship and material(s) required shall be fully guaranteed for a minimum of one (1) year from the delivery of the reconditioned and recertified equipment.
- 5. Site Visit and Inspection:** A site visit is mandatory in order to submit a bid. As a convenience to the bidder, all items have been assembled in one lot at Community Stadium for inspection purposes and may be seen at any time by contacting the APS Athletic Department, Ken Barreras, telephone number (505) 878-6160 or Ed Drangmeister, telephone number (505) 878-6164. Bidders are required to visit the site to acquaint themselves with all conditions of the work specified. Bidders must include the Site Visit Confirmation Form with their bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding or error in this regard.
- 6. Pickup and Delivery:** Football equipment must be picked-up at Community Stadium, 1601 Arroyo Vista Blvd. NW, Albuquerque, New Mexico 87120, prior to March 31, 2017. All reconditioned and recertified inventory must be returned to the respective APS schools prior to July 1, 2017. See APS School Address List for individual site addresses. Prompt delivery is of the essence and will be a factor in determining the successful bidder; therefore, delivery time after receipt of order must be stated in definite terms. Delivery time quoted must be accurate.

Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of APS.

7. **Pricing Structure:** Prices quoted must include packaging (e.g. bagging, tagging, loading, etc.) and freight costs for shipment from the collection site at Community Stadium, to the contractor's site for reconditioning and recertification, with return to the individual school sites identified. Note that the collection site and return locations are not the same. All shipments are to be F.O.B. destination.
8. **Insurance:** Per Terms and Conditions, Paragraph 10, submit a copy of your liability insurance coverage with your bid. Amounts must meet or exceed New Mexico Tort Claim Act.
9. **Warranty and 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.
10. **Quotes, Purchase Orders and Invoicing Procedures:** Upon award, APS will issue a pricing agreement which will be in effect for the duration of the multi-year contract, which will accommodate multiple billings as orders are processed.

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

Itemized invoices, clearly referencing appropriate PA number and Bid number shall be submitted to the APS Accounts Payable Department, per the instructions on the Purchase Order. Contractor's invoicing must be easily verifiable and traceable to the contract. Product and work information must be clearly defined. Invoices must include pricing structure as defined in the bid.

**The following information must appear on all Delivery Tickets and Invoices:**

- a. Price Agreement Number
- b. Purchase Order Number
- c. Location
- d. Recipient's Name

11. **Order Processing:** Orders will be processed by the APS Procurement Department. A Purchase Order will be issued referencing the PA number. Do not accept telephone/facsimile orders from an APS department or school. **APS will not pay for unauthorized purchases.**
12. **Basis of Award:** Award will be made to the low responsible and responsive Bidder(s) who shall offer the deepest discount for comparable products. Offeror(s) may Bid any or all categories. APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.

**BID QUESTIONNAIRE**

**NOTE: The Bid may be rejected if this questionnaire is not completed and included with bid submission.**

**Riddell Football Equipment:**

- 1. Is your business “Licensed NOCSAE” for Riddell football equipment? \_\_\_\_\_
- 2. If you are not a “Licensed NOCSAE” company for Riddell football equipment, what company will be reconditioning and recertifying football equipment? \_\_\_\_\_
- 3. Is the company identified in question #2 (hereafter referred to as Company #1) a “Licensed NOCSAE” company for Riddell football Equipment? \_\_\_\_\_
- 4. Are you or Company #1 a member of NAERA? \_\_\_\_\_
- 5. Who (person) will be inspecting the Riddell football equipment? \_\_\_\_\_
- 6. What is your warranty on Riddell replacement parts? \_\_\_\_\_

**Schutt Football Equipment:**

- 7. Is your business “Licensed NOCASE” for Schutt football equipment? \_\_\_\_\_
- 8. If you are not a “Licensed NOCSAE” company for Schutt football equipment, what company will be reconditioning and recertifying football equipment? \_\_\_\_\_
- 9. Is the company identified in question #8 (hereafter referred to as Company #2) a “Licensed NOCSAE” company for Schutt football equipment? \_\_\_\_\_
- 10. Are you or Company #2 a member of NAERA? \_\_\_\_\_
- 11. Who (person) will be inspecting the Schutt football equipment? \_\_\_\_\_
- 12. What is your warranty on Schutt replacement parts? \_\_\_\_\_

**General Questions:**

13. Is your Site Visit Confirmation Form signed and included with your submission? \_\_\_\_\_

14. Who (person) will be picking up the football equipment, and what is this person's relationship to your company? \_\_\_\_\_

15. Describe your liability insurance. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Have you included a copy of your liability insurance? \_\_\_\_\_

17. Describe, in detail, any additional pricing information not included in the base price submission such as but not limited to, additional discounts, applicable refunds, rebate programs, etc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Will equipment be reconditioned, recertified and returned to APS prior to July 1, 2017? If not, indicate the return date. \_\_\_\_\_



Offeror Business Name \_\_\_\_\_

**APS School Address List for Equipment Delivery**

<b>HIGH SCHOOL</b>	<b>DELIVERY ADDRESS</b>
Albuquerque	800 Odelia Rd. NE Albuquerque, NM 87102
Atrisco Heritage	10800 Dennis Chavez Blvd. SW Albuquerque, NM 87121
Cibola	1510 Ellison Dr. NW Albuquerque, NM 87114
Del Norte	5323 Montgomery Blvd. NE Albuquerque, NM 87110
Eldorado	11300 Montgomery Blvd. NE Albuquerque, NM 87111
Highland	4700 Coal Ave. SE Albuquerque, NM 87108
La Cueva	7801 Wilshire Ave. NE Albuquerque, NM 87122
Manzano	12200 Lomas Blvd. NE Albuquerque, NM 87112
Rio Grande	2300 Arenal Rd. SW Albuquerque, NM 87105
Sandia	7801 Candelaria Rd. NE Albuquerque, NM 87110
Valley	1505 Candelaria Rd. NW Albuquerque, NM 87107
Volcano Vista	8100 Rainbow Rd. NW Albuquerque, NM 87114
West Mesa	6701 Fortuna Rd. NW Albuquerque, NM 87121

**Acknowledgement of Receipt:** \_\_\_\_\_  
**Initial**

**Offeror Business Name** \_\_\_\_\_

**PRICE SUBMISSION**

**FOOTBALL HELMETS:**

Base price to include any/all of the following:

- Cleaning, sanitizing, buffing, sanding and performing of any other appropriate service(s) necessary to recondition and recertify football helmets according to NOCSAE standards.
- Exterior painting of the helmet shell, if necessary.
- Facemask and helmet hardware is to be examined for damage or wear and replaced, if necessary, with new hardware.
- All helmet parts are to be examined for damage or wear and replaced, if necessary, with only original manufacturer parts.
- A facemask needing to be replaced must be replaced with a new facemask of exact style, color and manufacturer.
- A chinstrap needing to be replaced must be replaced with a new chinstrap of exact style and manufacturer.
- All helmets shall have new warning labels, sizing labels, current year certification labels and initial season date label applied on the outside of the shell.
- Additional charges/credits such as non-certifiable helmet charges, NOCSAE and insurance charges, additional parts, etc.
- Contractor shall provide the APS Athletic Department with an age-tracking sheet, by school, of all helmets that are recertified and returned and all helmets unable to be recertified and disposed by the contractor.

Item No.	Estimated Quantity	Description	Unit Price	Total Price
1.	287	Base Price: Schutt Air Advantage		
2.	523	Base Price: Schutt Air XP		
3.	285	Base Price: Schutt DNA Pro +		
4.	92	Base Price: Schutt Vengeance		
5.	38	Base Price: Schutt Ion 4D		
6.	103	Base Price: Riddell Revolution		
7.	226	Base Price: Riddell Speed		
8.	6	Base Price: Riddell Speed Flex		
9.	78	Base Price: Riddell VSR-4		
<b>Additional Line Items</b>				
10.				
11.				
12.				
<b>Items 1 through 12 TOTAL:</b>				
<b>Tax (____ %):</b>				
<b>GRAND TOTAL: (APS may award all, some or none)</b>				

Offeror Business Name \_\_\_\_\_

**SITE VISIT CONFIRMATION FORM**

**Important:** Site visit is mandatory in order to submit a bid. *Bidders must include this site visit confirmation with their bid.*

**LOCATION:**

Community Stadium  
1601 Arroyo Vista Blvd. NW  
Albuquerque, New Mexico 87120

\_\_\_\_\_  
APS Athletic Director's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
APS Athletic Coordinator's Signature

\_\_\_\_\_  
Date

- APS Athletic Director should be available to sign this sheet.  
If not, the signature of the APS Athletic Coordinator will be acceptable.
- Do you agree with the estimated quantities listed? (Yes/No) \_\_\_\_\_  
If not, please indicate your estimated quantities on pricing pages.
- If additional parts are required, indicate estimated quantity, part name, number, and pricing under additional line items. Additional copies of Price Submission page may be made as needed.

## PRICING STATEMENT

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

Signature of Authorized

Representative: \_\_\_\_\_ Contractor's License #: \_\_\_\_\_  
(If Applicable)

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

Name of Firm: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Veterans Preference Certification No. (If applicable): \_\_\_\_\_

**Contact information for Sales Department:    Contact information for POs/Invoicing/Etc.:**

Name of Contact: \_\_\_\_\_ Name of Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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

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

**Offeror Business Name** \_\_\_\_\_

**BID 17-064MG**

**SPECIFICATIONS EXCEPTION FORM**  
**Football Equipment Reconditioning & Recertification**

**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 (APS). 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 exemption 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

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

**CONFLICT OF INTEREST**

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

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature Date Title (Position)



# RESIDENT VETERANS PREFERENCE CERTIFICATION

**BID 17-064MG**

## FOOTBALL EQUIPMENT RECONDITIONING & RECERTIFICATION

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

**Please check one box only**

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
Signature of Business Representative

\_\_\_\_\_  
Date

\*Must be an authorized signatory for the Business.

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

# BID SUBMITTAL REQUIREMENTS AND CHECKLIST

## BID 17-064MG

### FOOTBALL EQUIPMENT RECONDITIONING & RECERTIFICATION

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

- Acknowledgement of Addendum(s), if applicable
- Bid Questionnaire, completed
- APS School Address List, initialed
- Price Submission, completed
- Site Visit Confirmation Form, completed and signed
- Pricing Statement, completed and signed
- Specification Exception Form, completed and signed
- Conflict of Interest, Debarment/Suspension Form, completed and signed
- Campaign Contributions Form, completed and signed
- Resident/Veteran Form, completed and signed
- Resident/Veteran Business Certificate, if applicable
- Certificates of Insurance
- W-9, completed and signed
- Bid Submittal Requirements and Check List, completed and signed
- “Original” and “Copy” hard copies of bid submission must contain all of the above**
- Electronic copy of all of the above: either on CD or Travel Drive, clearly labeled with vendor name and Bid number**

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Signature

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Date